STATE BOARD OF EDUCATION MEETING
June 18-19, 2014
Eastern Idaho Technical College
Rooms 6163/6164
Idaho Falls, Idaho
(Amended 6/16/2014)

Wednesday, June 18, 2014, 2:00 pm, Eastern Idaho Technical College

BOARDWORK

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

CONSENT AGENDA

BAHR – SECTION II – Finance

1. Boise State University – Revision to Law Enforcement Contract with Boise Police Department
2. University of Idaho - Land Lease with State of Idaho at the US Sheep Experiment Station
3. University of Idaho – Ellucian/Banner Software Maintenance Agreement Extension
4. University of Idaho – Disposal of Real Property – Latah County
5. University of Idaho - Building Management Services Contract for The Idaho Water Center

PPGA

6. State Rehabilitation Council - Bylaws
7. State Rehabilitation Council – Member Appointment
8. Indian Education Committee Appointments
9. Boise State University - Alcohol Permit for 2014 Home Football Games - Stueckle Sky Center
10. Boise State University - Alcohol Permit for 2014 Home Football Games – Caven Williams Complex
11. Idaho State University - Alcohol Permit for 2014 Home Football Games
12. University of Idaho - Alcohol Permit for 2014 Home Football Games – Pre Game Events
13. University of Idaho – Alcohol Permit for 2014 Home Football Games – Club Seating
14. President Approved Alcohol Permits

STATE BOARD OF EDUCATION
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SDE

15. Request for Waiver of 103% Student Transportation Funding Cap
16. Transport Students Less Than One-And-One-Half Miles for the 2013-2014 School Year
17. Professional Standards Commission Appointments

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Eastern Idaho Technical College, Progress Report
2. Presidents' Council Report
3. Idaho Public Television, Annual Report
4. Albertson's Foundation – Continuous Enrollment
5. 2015 Legislative Ideas
6. Institution/Agency Strategic Plans
7. Amendment to Board Policy - Section - By-laws – First Reading
8. Amendment to Board Policy - Section I.R. Security – Second Reading
9. School District Model Data Security Policy
10. University of Idaho – Faculty Student Handbook Amendment – Faculty Rank/Promotion
11. University of Idaho – Faculty Student Handbook Amendment – Faculty Constitution
12. Temporary/Proposed Rule – School District Strategic Planning

EXECUTIVE SESSION

Boise State University

1. I move to hold executive session pursuant to section 67-2345(1)(d), Idaho Code, to consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
2. I move to hold executive session pursuant to section 67-2345(1)(c), Idaho code "to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency."
3. I move to hold executive session pursuant to section 67-2345 (1)(f), Idaho Code, to communicate with legal counsel to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
4. I move to hold executive session pursuant to section 67-2345 (1)(a), Idaho Code, to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

Thursday, June 19, 2014, 8:30 a.m., Eastern Idaho Technical College

OPEN FORUM

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Chief Executive Officer Employment Agreements/Terms
2. Amendment to Board Policy – Section II.H. – Coaching Personnel – First Reading
3. Boise State University – Multi-Year Employment Agreement - Head Men's Basketball Coach
4. Boise State University – Multi-Year Employment Agreement - Head Women's Tennis Coach
5. Idaho State University - Multi-Year Employment Agreement - Head Men's Basketball Coach
6. Idaho State University - Multi-Year Employment Agreement - Head Women's Basketball Coach
7. Idaho State University - Multi-Year Employment Agreement - Head Women's Volleyball Coach
8. University of Idaho - Multi-Year Employment Agreement - Head Women's Soccer Coach

Section II – Finance

1. FY 2015 Operating Budgets
2. Athletics - FY 2015 Operating Budget Reports
3. FY 2016 Line Items
4. Amendment to Board Policy - Section V.R. – Establishment of Fees – First Reading
5. Amendment to Board Policy - Section V.T. – Fee Waivers – First Reading
6. Amendment to Board Policy - Section V.X. – Intercollegiate Athletics – First Reading
7. Amendment to Board Policy - Section V.I. – Real and Personal Property and Services - Second Reading
8. Amendment to Board Policy - Section V.K. – Construction Projects - Second Reading
9. Amendment to Board Policy - Section V.W. – Litigation - Second Reading
10. Boise State University - Agreement for Football Stadium Naming Rights with Albertsons
11. Boise State University - Facility Lease with Gardner and Company
12. Idaho State University - Report of the Bengal Pharmacy LLC
13. University of Idaho - Authorization for Issuance of General Revenue Bonds
14. Lewis-Clark State College – FY 2015 Athletic Limit Increase

DEPARTMENT OF EDUCATION

1. Superintendent's Update
2. ESEA Waiver Amendment

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Amendment to Board Policy - Section III.P. – Students – First Reading
2. Amendment to Board Policy - Section III.Y. – Advanced Opportunities – Second Reading

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

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1. Agenda Approval

Changes or additions to the agenda

BOARD ACTION

I move to approve the agenda as submitted.

2. Minutes Approval

BOARD ACTION

I move to approve the minutes from the April 16-17, 2014 Regular Board Meeting, the May 14-15, 2014 Board Retreat, and the June 2, 2014 Special Board Meeting as submitted.

3. Rolling Calendar

BOARD ACTION

I move to set May 13-14, 2015 as the date and Boise, Idaho as the location for the 2015 Board Retreat and to set June 17-18, 2015 as the date and the College of Southern Idaho as the location for the June 2015 regularly scheduled Board meeting.

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

DRAFT MINUTES
STATE BOARD OF EDUCATION
April 16-17, 2014
University of Idaho
Student Union Building, Ballroom
Moscow, Idaho

A regularly scheduled meeting of the State Board of Education was held April 16-17, 2014 at the University of Idaho's (UI) Student Union Building Ballroom in Moscow, Idaho.

Present:
Don Soltman, President
Emma Atchley, Vice President
Richard Westerberg
Rod Lewis, Secretary
Milford Terrell, arrived at 1:35 p.m.
Bill Goesling
Tom Luna, State Superintendent

Wednesday, April 16, 2014

The Board met in the Ballroom of the Student Union Building at the University of Idaho in Moscow, Idaho. Board President Don Soltman called the meeting to order at 9:00 a.m.

BOARDWORK

1. Agenda Review / Approval

BOARD ACTION

M/S (Atchley/Westerberg): To remove Business Affairs and Human Resources (BAHR) Item 2, Multi-Year Employment Agreement – Head Women's Soccer Coach – from the agenda and otherwise approve the agenda as submitted. The motion carried 6-0. Mr. Terrell was absent from voting.

2. Minutes Review / Approval

BOARD ACTION

M/S (Atchley/Goesling): To approve the minutes from the February 14, 2014 special Board meeting and the February 26-27, 2014 regular Board meeting as submitted. The motion carried 6-0. Mr. Terrell was absent from voting.

3. Rolling Calendar

BOARD ACTION

M/S (Atchley/Westerberg): To set April 15-16, 2015 as the date and University of Idaho as the

location for the April 2015 regularly scheduled Board meeting. The motion carried 6-0. Mr. Terrell was absent from voting.

WORKSESSION

Mr. Lewis was asked to lead this morning's BAHR work session in consideration of BAHR Chairman Terrell's absence until 1:00 p.m. The institutions presented the details of their tuition and fee requests during the morning session of the meeting. After lunch, Board members voted on the motions related to the institution tuition and fee requests.

A. BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)

Student Tuition & Fee Rates (Academic Year 2014-2015)

BOARD ACTION

M/S (Westerberg/Terrell): To increase the FY 2015 resident tuition and fees at Boise State University overall by an average of 4% to be allocated by the institution between part-time and full-time students resulting in an annual increase of $348 for full-time students for a total dollar amount of $6,640; and to increase the annual full-time tuition for non-resident tuition of 2% ($252) for a total dollar amount of $12,852. A roll call vote was taken and the motion carried 5-2. Mr. Lewis and Mr. Soltman voted nay on the motion.

Mr. Terrell offered a substitute motion.

M/S (Terrell/Luna): To increase the FY 2015 resident tuition and fees at Boise State University overall by an average of 6.1% to be allocated by the institution between part-time and full-time students resulting in an annual increase of $384 for full-time students for a total dollar amount of $6,676; and to increase the annual full-time tuition for non-resident tuition of 2% ($252) for a total dollar amount of $12,852. A roll call vote was taken and the motion failed 6-1. Mr. Lewis, Ms. Atchley, Mr. Westerberg, Dr. Goesling, Mr. Luna and Mr. Soltman voted nay on the motion. Ms. Atchley clarified that she voted against the motion. Mr. Lewis offered additional comments regarding the motion.

M/S (Terrell/Atchley): To approve all other fees set forth in the FY 2015 Boise State University tuition and fees worksheet which will be made part of the written minutes. The motion carried unanimously 7-0.

BOARD ACTION

M/S (Terrell/Westerberg): To increase the FY 2015 annual full-time resident tuition and fees at Idaho State University by 3.5% ($222) for a total dollar amount of $6,566; and to increase the annual full-time tuition for nonresident tuition of 3.5% ($428) for a total dollar amount of $12,760. The motion carried 7-0.

M/S (Terrell/Atchley): To approve all other fees set forth in the FY 2015 Idaho State University tuition and fees worksheet which will be made a part of the written minutes. The motion carried unanimously 7-0.

BOARD ACTION

M/S (Terrell/Soltman): To increase the FY 2015 annual full-time resident tuition and fees at Eastern Idaho Technical College by 6.3% ($134) for a total dollar amount of $2,256; and to increase the annual full-time tuition for nonresident tuition of 6.3% ($356) for a total dollar amount of $6,006. The motion carried unanimously 5-2. Mr. Lewis and Mr. Luna voted nay on the motion.

M/S (Terrell/Atchley): To approve all other fees in the FY 2015 Eastern Idaho Technical College tuition and fees worksheet which will be made a part of the written minutes. The motion carried

unanimously 7-0.

BOARD ACTION

M/S (Terrell/Westerberg): To increase the FY 2015 annual full-time resident tuition and fees at Lewis-Clark State College by 2% ($116) for a total dollar amount of $5,900; and to increase the annual full-time tuition for nonresident tuition of 2% ($206) for a total dollar amount of $10,518. The motion carried unanimously 7-0.

M/S (Terrell/Atchley): To approve all other fees set forth in the FY 2015 in the Lewis-Clark State College tuition and fees worksheet which will be made part of the written minutes. The motion carried unanimously 7-0.

BOARD ACTION

M/S (Westerberg/Terrell): To increase the FY 2015 annual full-time resident tuition and fees at University of Idaho by 4% ($260) for a total dollar amount of $6,784; and to increase the annual full-time tuition for nonresident tuition of 3.5% ($454) for a total dollar amount of $13,530. The motion carried 5-2. Mr. Lewis and Mr. Luna voted nay on the motion.

M/S (Terrell/Atchley): To approve all other fees set forth in the FY 2015 University of Idaho tuition and fees worksheet which will be made part of the written minutes. The motion carried unanimously 7-0.

BOARD ACTION

M/S (Terrell/Atchley): To direct the institutions to adopt a consistent model for projecting increased student fee revenues by estimating the gross change in student counts and showing separately the estimated dollar amount of the increase in discounts and waivers. The motion carried unanimously 7-0.

BOARD ACTION

M/S (Terrell/Westerberg): To set the statewide dual credit fee at $65 per credit for courses delivered at secondary schools for fiscal year 2015. The motion carried unanimously 6-1. Dr. Goesling voted nay on the motion.

Dr. Goesling offered an amended motion.

M/S (Goesling/): To set the statewide dual credit fee at $75 per credit for courses delivered at secondary schools for fiscal year 2015. The amended motion failed due to lack of a second.

1. Boise State University (BSU) – Student Tuition & Fee Rates

Discussion:

Dr. Kustra introduced the item and provided a bit of background on tuition and fees at BSU and the recommendations the legislature has supported. He introduced Brian Locke President of Associated Students of BSU, Dr. Marty Schimpf and Ms. Stacy Pearson.

Ms. Pearson indicated the funding they are seeking is needed to help the university continue forward on the 60% goal. They propose $264 per credit up from $260 per credit. Their total tuition and fee increase equates to 6.1%. Ms. Pearson reviewed the benefits of a cost-based linear tuition model and including that it allows the university to hire more faculty to reduce bottlenecks in courses and that it simplifies the tuition structure to support future policy decisions related to academic terms and programs and to allow flexibility to price programs regardless of credit level. She reviewed how the request compares with other Idaho universities, stating that they are in line with University of Idaho and Idaho State University. She

also pointed out that the bi-linear model provides better affordability for part time and full time students.

Ms. Pearson reported that their funding request will go toward salary and benefit increases, maintenance of current operation, replacement funding, the 60% goal, occupancy costs, and Center for Advanced Energy Studies (CAES) funding. Revenues from tuition increase will be used to cover mandatory fund shift for salaries, benefits and MCO as appropriated by the legislature ($3 million), fund current and past enrollment growth, boost faculty salaries, and to fund high priority needs like campus security. Ms. Pearson reported on BSU's efficient use of state funding and progress on Idaho's 60% goal. Regarding the 60% goal progress, they do show in increase toward the goal. Ms. Pearson discussed new student admission trends which show an 11% increase over 2013; admitted students show an 14% increase over 2013. She also remarked on the sense of priority they are giving their scholarship programs.

Dr. Schimpf pointed out that through the bi-linear model, they are making education more equitable for part time students. Moving to the bi-linear model is a key strategy for BSU. Mr. Locke offered comment that this is an investment for the students of BSU and that they are in support of the bi-linear model. Ms. Atchley asked if they have seen any change in enrollment patterns since they have moved to the bi-linear model. Ms. Pearson responded that although they have just moved to this model, they have seen positive changes with the model; the enrollment behavior shows a slight increase with this model.

Mr. Westerberg asked if the salary increases would be higher than average over the last few years and about the turnover rates. Ms. Pearson responded that they have experienced higher turnover rates. Dr. Schimpf echoed those remarks stating that the salary issue is becoming a morale issue, particularly with faculty, which also has an effect on students. Mr. Lewis indicated he would be interested in seeing a five year chart showing faculty turnover. Mr. Lewis asked about the effect of the CEC in terms of benefit shift for BSU and what kind of a percent increase that would represent. Ms. Pearson responded it is a 2-3% increase. Mr. Lewis asked about the cost of the effect of the guns on campus bill. Ms. Pearson responded that they have asked their campus security to prepare a budget and they are still reviewing those costs and options.

Mr. Soltman asked if BSU uses WUE discounts as a recruiting tool. Dr. Kustra responded that they use it heavily. Mr. Lewis asked a global question about the costs of tuition increasing over time at a greater rate than that of inflation. Dr. Schimpf responded that declining state support has a great deal to do with it, along with an increase in the use of technology and the expense accompanying it, additionally students are demanding more amenities on campus. Dr. Kustra also remarked on the increasing number of regulations that are required now that were not necessarily required before, such as counseling, compliance regulations and reviews, and so forth.

Dr. Goesling asked about the tech fees, progress in program prioritization, and security costs addressing the new guns on campus law. Ms. Pearson responded on tech fees and activity fees and they should show more of an alignment in the next few years with the new bi-linear model. Ms. Pearson responded on program prioritization being very beneficial, but they won't see the real impact and savings for a few more years such as FY16 and beyond.

Mr. Luna questioned the need for more revenue and the impact it has on students seeking higher education; cost is one of the major barriers to students going on to higher education. Mr. Luna felt there is not enough discussion about the dual credit opportunities for students; parents and students are now beginning to realize dual credit opportunities exist. Mr. Luna asked what the universities are doing to promote dual credit courses. Dr. Schimpf responded that they are very aware of the need to reach out to high school students. One of the ways to reach those students is for the universities to be working with high schools on articulation agreements and helping students identify a path – ideally a degree path – from high school to university. Mr. Luna continued to express concern over the raising of tuition, commenting that we need to look at how we can lower the cost for students going on to college. He clarified that it is obvious the universities need to increase tuition to meet their needs, but encouraged a hard look at the entire system's ability to meet the student demand. Mr. Luna wanted to ensure those students who may have a part of their college courses accomplished through dual credit can maintain their momentum and actually forward.

2. Idaho State University (ISU) – Student Tuition & Fee Rates

Dr. Vailas introduced the item and indicated they are still in need of tuition dollars, but continue on a trend of being among the lowest in tuition increase requests.

Mr. Fletcher provided an overview and recommendation of ISU's tuition and fees increases. Mr. Fletcher introduced the President-elect of the Associated Students of ISU (ASISU), Kyle Son. Mr. Fletcher remarked that their tuition and fees proposal is governed by three operating assumptions that include a consultative approach to include the campus community, a strategic approach that aligns the increases with strategic campus goals, and an economic approach to reflect a sensitivity to cost saving initiatives and approaches to keep tuition and fees as low as possible. Mr. Fletcher viewed the four core principles they maintain during their tuition and fee proposal process and that increases are within the criteria set forth by the Board. He reported on some key academic accomplishments and enhanced services and benefits for students in 2013-14, and remarked on the increase of student advising and the positive effects it has had. Their Early College Program has also increased its enrollment 7% this year over the previous year. Retention rates have continued to increase from 61% to better than 67% presently. He commented on the Department of Education's funding to increase first generation, at-risk students. He remarked that the funding situation they are in is not unique in that state support has decreased over the years; of which the key offset to that decrease is an increase in tuition and fees.

Dr. Fletcher indicated their recommended increase is 3.5% and is the lowest increase they have had in 26 years. Changes to the health care benefit requirements have had a fairly dramatic effect on increases. Mr. Fletcher outlined the major areas comprising the tuition and fee increases, showing an increase analysis for visual purposes. He remarked on ISU's move toward fiscal equilibrium where they are progressively decreasing the rate of tuition and fee increases, adequate reserves to meet emergencies, remarking that they are still a year or two from reaching this new level of fiscal equilibrium. He reported that program prioritization is moving forward on an accelerated schedule, that governance reform continues to function well, and that they have implemented unified university policies and procedures.

Dr. Hatzenbuehler remarked on the proposed fee increases and on the cost of their health profession programs which are also a large part of ISU's makeup. She felt ISU's fee increase is a bare-bones increase, and is mainly based on an increased cost for technology, as well as the ongoing challenge of clinical placements.

Mr. Fletcher outlined their FY2015 budget priorities and remarked that as funding becomes available, they will continue to address key infrastructure and deferred maintenance needs. He summarized that the 3.5% increase is a balanced proposal and was reached after extensive discussion.

Mr. Westerberg requested seeing a five-year faculty churn rate from ISU. Mr. Luna asked if they keep track of the students who come from the high schools they work with, the number of credits they arrive with, and how that shortens the duration the student is on campus. Dr. Woodworth-Ney remarked on their early college completion program and that they are working to track how many credits students are taking in high school and how many they arrive with. They will be reporting on the early college cohort that started in 2011. She indicated they are optimistic the program is increasing the number of students arriving at ISU. Mr. Westerberg felt the institution goals should be broadened.

3. Eastern Idaho Technical College (EITC) – Student Tuition & Fee Rates

Dr. Albiston provided a few comments regarding EITC's tuition and fee rate increase proposal. He introduced Jim Stratton, Vice President of Administration, who was available to answer questions. President Albiston indicated EITC is asking for a 6.3% increase for full time fees and a 3.1% increase for part time fees. They have reviewed their budget with the campus community including students and the student senate, who are very understanding of the needs of the institution. He reminded the Board they have a long standing history of having the lowest fees in the state of Idaho. He reviewed how the fees would be spread out across the institution.

4. Lewis-Clark State College (LCSC) – Student Tuition & Fee Rates

Chet Herbst provided a recap of the tuition and fee rate increase for LCSC. Interim Provost Lori Stinson and members of their student body joined Mr. Herbst for discussion. Mr. Herbst indicated LCSC is requesting a 2% fee increase which will be used to cover unfunded employee costs and benefit increases, to minimize impact in access to students, and sustain the quality of programs and delivery at LCSC. He indicated that their tuition is the lowest of the four year institutions, and pointed out that is a result of lean staffing, lean salaries, lean reserves, and very focused program offerings. He reported on the issue of lean salaries being considerably lower than their peers which is having direct effect on turnover. Faculty turnover has increased to over 10% as a direct result of the lean salaries, which also has an effect on students. Mr. Herbst reported on the rationale for their fee increase proposal which includes unfunded enrollment growth and credit hour production, shortfalls in inflation and other funding, the compensation gap, the need to fund Board 60% and CCI goals, deferred maintenance needs and the discontinuation of fund shifting. He reviewed enrollment and funding trends whereby enrollment is trending upward while funding is trending downward. Regarding the performance based funding gap, EWA pays only 67% of cost of delivery. LCSC's annual fee requests in comparison to other 4-year colleges have been the lowest since FY13.

Mr. Herbst outlined where the fee increase will go and the impact of the 2% increase they are requesting. It will be applied to all student categories, assumes 0% change in enrollment, and an estimated increased revenue of $322K. The impact on students is about $58 per semester and $116 per year.

Mr. Herbst reported on controlling other costs pointing out there are no application, orientation or graduation fees; that residence halls have desirable options, and meal plans are affordable. Additionally, parking and textbook costs are kept low. Mr. Herbst reported they have experienced sharp increases as a result of the student health insurance requirement. He reviewed the impact of their request commenting that the 1% fee change equates to $161K in revenue.

Mr. Herbst reviewed their plans for FY2015 to continue to carry out their assigned mission, balance sacrifices among students, staff and programs, to generate external funding, and to continue to work to control the total cost for students, adding that their 2% request is a calculation to preserve access for financially challenged students and their families.

Ms. Atchley asked how any students are regarded as financially challenged. Mr. Herbst responded over 8% are receiving financial aid. Mr. Soltman expressed concern about a flat enrollment projection. Mr. Herbst responded they are hoping to generate an increase and expand on that trend. Members from the student body remarked that they are supportive of paying their professors more because the professors are the ones who work so closely with the students.

5. University of Idaho (UI) – Student Tuition & Fee Rates

Dr. Staben presented the University of Idaho's tuition and fee increase proposal. He introduced Provost Kathy Aiken, Budget Director Keith Ickes, and Associated Students of the University of Idaho (ASUI) President Max Cowan to assist in the discussion. He started by saying that they feel their proposal represents a good compromise between cost and access. He remarked on the change in higher education funding sources for colleges and universities, commenting that state funding has been markedly declining over the years, which is not unique to Idaho. Their most pressing challenges for FY14 include the CEC, the increased cost of medical benefits, and other required cost increases in areas such as utilities and so forth. He commented on non-recurring state obligations such as capital replacement, and that their total challenge is $9.1 million, of which $6.1 is recurring.

Dr. Staben reviewed the faculty salaries since FY08, commenting that their peers are increasing at 3%-4% per year. Without substantive change, UI will drop within 2-3 years into the 70% range of their peer average. Staff salaries are of grave concern. He reviewed the existing tuition and fees and reviewed the fee increase proposal.

Mr. Cowan commented on the student activity fees and that the increase allows better services to be provided to students at orientation and throughout the course of their studies at the university. They are

still well below their peer average for the non-resident fee. Dr. Staben reviewed new FY 14 resources from state funding, land endowment and tuition and fees, and reviewed how the resources would be allocated to meet the challenges of the university. He summarized scholarships to Idaho residents, stating that over the last five years $54 million has gone to scholarships. He pointed out the annual amount has increased 33% over a five year period which equates to about three times the amount of total state need-based aid for the state.

Dr. Staben reported on some of their focus areas such as increasing enrollment and graduation, ensuring access and minimizing student debt, strategic distance education, and that they are a national research institution with a statewide land-grant mission that serves the state in many ways. He also indicated that as a way to increase access, they are allowing students to defer their application fees to the Fall when financial aid can be used to help pay the application fee; it is a no cost, access enhancing step to help the students.

Mr. Westerberg asked if they are looking at any other pricing models going forward. Dr. Staben responded that that at the moment he feels very comfortable with the present model, but is not opposed to looking at others.

At this time the meeting recessed for a lunch break.

B. PLANNING, POLICY & GOVERNMENTAL AFFAIRS

Institution, Agencies, Special/Health Programs Strategic Plans

Ms. Tracie Bent from the Board office provided a presentation on the institution strategic plans and reminded the Board of the required plan components. Those components include the vision statement, mission statement, goals, objectives, performance measures, benchmarks, and key external factors. She reviewed the goals for the strategic plans and the strategies for the Complete College Idaho (CCI) plan. She reported that the plan includes requirements for system-wide performance measures such as graduation rates, retention rates, the cost of college, remediation, and dual credit.

Dr. Todd Schwarz from the College of Southern Idaho (CSI) provided a recap of their strategic plan for 2015-2019. As they consider the long term focus of the college, they are considering several impacting issues including the practical realities facing every institution. Dr. Schwarz remarked that the consequences of those factors and others mean that while they have plans to make major structural change to the plan, presently the strategic plan has only been updated with current measures and benchmarks. Additionally, the accreditation cycle and timing requires CSI to be patient in synchronizing its plans for change with the accreditation process and schedule. Dr. Schwarz pointed out that they are launching new plans and initiatives to propel the colleges' success.

Dr. Schwarz reported for the time being, the mission of CSI remains unchanged along with its four strategic goals. New ideas include a new student success initiative, innovation circle grants, extended physical collaboration with colleges and universities, and appropriations and legislated changes such as increased focus on STEM and community college service to Idaho Falls. Mr. Soltman suggested that since CSI has met or exceeded some of its benchmarks, it should consider moving the bar.

Dr. Bert Glandon provided a report from the College of Western Idaho (CWI). Dr. Glandon reported that their board recently met and reviewed their mission and vision which hasn't changed. He pointed out they have a work session scheduled to review the strategic plan, and have had some community hearings regarding CWI's master plan and where the college is headed. Dr. Glandon reviewed the highlights of their strategic plan and identified their institutional priorities which include the structure for student success, developing systems to support faculty and staff, implementing practices for fiscal stability, connecting the college to the community, and ensuring the sustainability of CWI's infrastructure. Dr. Glandon remarked positively on sustainability for the CWI infrastructure. They are focused on providing consistent and quality services to their students. Related to student success, they are looking at ways to encourage students to use dual credit to transfer to CWI and other local institutions. The metrics at CWI measuring student success include the voluntary framework of accountability, longitudinal

data system, and alignment of statewide measures of the go-on transfer rates toward the 60% goal. He remarked on CWI's sustainability which includes development of employees, facilities, and infrastructure.

Dr. Joe Dunlap provided a recap and progress update of North Idaho College's (NIC) strategic plan, stating there are five major goals for the college. Dr. Dunlap reported on goal one, student success, indicating that they have implemented new financial aid requirements and counseling, they have obtained a grant from the Albertson's Foundation for student retention, they have expanded online and outreach offerings to name a few. Under goal two, educational excellence, they have established a general education task force to review transferability for general education courses and align their curriculum with the common core. Additionally, they have established the voluntary framework of accountability, implemented community college survey of student engagement, and implemented and started an entrepreneurship program.

Related to goal three, community engagement, they have established an Aerospace Center of Excellence, and obtained a Forestry Products Center of Excellence grant, and have been working to assist workforce needs in Kootenai County. Under goal four, diversity, they have established an international student program with the Spokane College of English Language, improved the relationships with the Coeur d'Alene Tribe, and have increased opportunities for participation in club and activities for all students. With goal five of stewardship, they have adjusted the budget mid-year based on enrollment trend, significantly increased grant activity, began a comprehensive review of all college policies, received a clean audit report, and improved campus security and emergency planning.

Dr. Albiston from provided a report on Eastern Idaho Technical College's (EITC) strategic plan. He highlighted student training placement trends over the last four years that show an upward trend. Dr. Albiston reviewed details of the modification of the Pilot Bridge Program. The goal of the program is to provide student's access to English 101 and Math 123 whose placement test scores would allow entry into English 090 and Math 100. The plan is to establish a two hour per week co-requisite lab section for English 101 and Math 123 to provide support for marginally underprepared students. Their tutoring services center shows an increase in services and number of students served, despite decreases in student enrollment which shows more students using those tutoring services. Dr. Albiston reported that access results are embedded in the strategic plan and they are working to provide better clarity on that item.

Dr. Aiken reported on behalf of the University of Idaho's strategic plan and its goals. Under Goal 1, Teaching and Learning, they work to provide learning outcomes that provide a basis for ongoing assessment to continuously improve teaching and learning. Their Guided Pathways Program is an example found under Goal 1. Regarding Goal 2, Scholarly and Creative Activity, they have more than $89M in funded research. Dr. Aiken mentioned some undergraduate opportunities that fall under this goal such as their Innovation Showcase, the Engineering Expo, Business and Economical Vandal Innovation, and Enterprise Works. Regarding Goal 3, Outreach and Engagement, Dr. Aiken highlighted some of the university's plans to meet society's critical needs by engaging in mutually beneficial partnerships. Related to Goal 4, Community and Culture, the university continuously encourages students to be part of a purposeful, ethical, vibrant, and open community.

Mr. Westerberg expressed that they need to address student accessibility in their plan and that their goals could be more robust.

Dr. Kustra provided a review of BSU's strategic plan and their focus on effectiveness. He identified that their main goal is to create a signature, high-quality education for their students. He indicated they use NSSE benchmark measures of student perception of quality educational experience which show over all high ratings. Strategies include development of the foundational studies program which data is not available yet, provide opportunities across disciplines, respect for diversity, cultivate intellectual community and invest in faculty development. Dr. Kustra also reported in an increase in STEM degrees.

Mr. Westerberg asked about the difference in structure with goals, strategies, key performance indicators, etc. Dr. Schimpf responded that they have tried to create strategies that have action goals. Ms. Bent indicated that per Board policy and state code, objectives are required as part of the strategic plan. Mr.

Lewis asked about BSU's plan to increase access to students. Dr. Kustra responded they are involved in an aggressive scholarship campaign, and secondly they reach out to high school students about career opportunities and degree options. Dr. Schimpf added that BSU continues to develop on-line programs for students, thereby increasing access.

ISU Provost Dr. Woodworth-Ney provided a report to the Board. She pointed out that their seven year site visit with the Northwest Accreditation Commission is in October and they are preparing for that. As a result of that, they have not revised their strategic plan in this cycle, and intend to revise the plan starting in January 2015. Dr. Woodworth-Ney indicated they have divided their plan into four areas. Under Learning and Discovery, they have reported a 123% increase in the number of on-line course sections, a 170% increase in the Career Path Internship program since FY2011, and their Early College Program has grown 33% since FY2009. Related to Access and Opportunity, they report a 6% increase in retention rates from freshmen to sophomore, and a 15% growth in total degree production since FY2009. Related to Leadership and Health Sciences, they report pass rates for ISU students on clinical licensure and certification exams in the health professions continue to meet or exceed the national pass rates. They report a 170% increase in external funding received for health related and biomedical research. Regarding Economic and Social Impact, they report 4,000 community members attended "CommUniversity" which is an event to celebrate ISU. They also report private partnerships with Idaho companies continue to increase, and patient visits to ISU clinics and clinical services are up 39% from FY2009. Dr. Woodworth-Ney indicated that regarding stewardship of institutional resources, the financial health of the institution continues to improve with total assets surpassing $300 million. Program prioritization includes reallocating resources to achieve strategic balance.

Mr. Westerberg requested a future report to the Board on the Bengal Pharmacy.

Interim Provost Dr. Lori Stinson provided a report to the Board for LCSC and reported their plan has buy-in from the entire campus community. Dr. Stinson reviewed the mission statement of LCSC and remarked that it contains four main goals that contain robust objectives. Their highest emphasis is under goals one and two. Goal one is to sustain and enhance excellence in teaching and learning and the program prioritization process is assisting in this area. Goal two looks at student enrollment and success, and LCSC continues to market and focus on degree offerings for students. They have specific strategies related to this goal. Related to goal three, to strengthen and expand collaborative relationships and partnerships, Dr. Stinson reported that one of the critical objectives includes internships and volunteer experiences. Additionally, they continue to seek outside support for the college. In goal four to leverage resources, Dr. Stinson reported they carefully manage their resources to maximize institutional strength and efficiency. She reported on stretch goals such as enrollment expansion and dual credit that will enable the college to expand and continue to grow.

Dr. Stinson reviewed highlights of the strategic plan that include increased degree production and a centralized advising model. She provided a recap of certificates and degrees awarded that shows a gradual increase since FY 2009. She reported that they go out of their way to keep tuition as low as possible to enhance access to students, and also continue to expand their on-line offerings and attention to scholarships.

Mr. Westerberg suggested the Board have a discussion among its members about benchmarks that includes reasonable expectations, and recommended providing more guidance to institutions. Mr. Westerberg requested unanimous consent to defer the motion approving the strategic plans to the June meeting to enable the institutions to make changes to their plans. There were no objections. During the June meeting, the Board will briefly review the revised strategic plans.

Thursday April 17, 2014, 8:00 a.m., University of Idaho, Student Union Building Ballroom, Moscow, Idaho.

The Board convened at the University of Idaho in the Student Union Building Ballroom for regular business. Board President Don Soltman called the meeting to order at 8:00 a.m. MST.

EXECUTIVE SESSION (Closed to the Public)

Boise State University

BOARD ACTION

M/S (Atchley/Goesling): To go into Executive Session pursuant to Idaho Code §67-2345(1)(C), Idaho Code "to conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency."

A roll call vote was taken and the motion carried unanimously 7-0. Mr. Terrell requested to be excused from Executive Session. There were no objections.

BOARD ACTION

M/S (Goesling/Atchley): To go out of Executive Session at 8:17 a.m. The motion carried unanimously 6-0. Mr. Terrell was absent from Executive Session.

At this time, Board President Soltman welcomed everyone to the second day of the regularly scheduled Board meeting.

OPEN FORUM

Board member Terrell requested to speak during Open Forum. Mr. Terrell announced that as of June 30, he will retire from the State Board of Education where he has served since 2003. He has volunteered with various organizations in various capacities over the past 30 years. He requested time on the June Board agenda.

CONSENT AGENDA

M/S (Atchley/Goesling): To approve the consent agenda as posted. The motion carried unanimously 7-0.

Instruction, Research & Student Affairs (IRSA)

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

This item was provided in the agenda materials as an information item to the Board.

2. Idaho EPSCoR Committee Appointment

BOARD ACTION

By unanimous consent to re-appoint Mr. David Barneby to the Idaho Experimental Program to Stimulate Competitive Research Committee as a representative of the private sector, effective January 1, 2014 to June 30, 2019.

Policy, Planning & Governmental Affairs (PPGA)

3. Boise State University – Facility Naming

BOARD ACTION

By unanimous consent to approve Boise State University's request to name the facilities inside Dona Larsen Park the "Dona Larsen Stadium" and "Huber Field."

4. President Approved Alcohol Permits Report

This item was provided in the agenda materials as an information item to the Board.

State Department of Education (SDE)

5. Professional Standards Commission Appointments

BOARD ACTION

By unanimous consent to appoint Jason Hancock as a member of the Professional Standards Commission for the remainder of a three-year term effective immediately, and ending June 30, 2015, representing the Department of Education.

By unanimous consent to appoint Charlotte McKinney as a member of the Professional Standards Commission for a three-year term effective July 1, 2014, and ending June 30, 2017, representing Secondary Classroom Teachers.

By unanimous consent to reappoint Laurel Nelson as a member of the Professional Standards Commission for a three-year term effective July 1, 2014, and ending June 30, 2017, representing School Superintendents.

By unanimous consent to appoint Elisa Saffle as a member of the Professional Standards Commission for the remainder of a three-year term effective immediately, and ending June 30, 2015, representing Elementary School Principals.

By unanimous consent to appoint Margaret Chipman as a member of the Professional Standards Commission for the remainder of a three-year term effective immediately, and ending June 30, 2015, representing School Board Members.

By unanimous consent to reappoint Clara Allred as a member of the Professional Standards Commission for a three-year term effective July 1, 2014, and ending June 30, 2017, representing Special Education Administrators.

By unanimous consent to appoint Deborah Hedeen as a member of the Professional Standards Commission for a three-year term effective July 1, 2014, and ending June 30, 2017, representing Public Higher Education.

6. Curricular Materials Selection Committee Appointments

BOARD ACTION

By unanimous consent to appoint Chris Wadley to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Secondary Teachers.

By unanimous consent to appoint Kristie Scott to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Secondary Teachers.

By unanimous consent to appoint Lisa Olsen to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Secondary Teachers.

By unanimous consent to appoint Rebecca Parrill to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Secondary Teachers.

By unanimous consent to appoint Kristi Enger to the Curricular Materials Selection Committee for

a five-year term effective June 1, 2014, and ending May 31, 2019, representing the Division of Professional Technical Education.

By unanimous consent to appoint Donna Wommack to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Elementary Teachers.

By unanimous consent to appoint Heide Fry to the Curricular Materials Selection Committee for a five-year term effective June 1, 2014, and ending May 31, 2019, representing Elementary Teachers.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. University of Idaho Progress Report

Dr. Chuck Staben provided a progress report of the University of Idaho's strategic plan to the Board. He pointed out that the university is celebrating their 125th year. He discussed growing enrollment and serving the people of Idaho, stating the university's retention and graduation rates have been very stable since FY 06 through FY 12. Those rates are below that of their peers and Dr. Staben felt the university would be able to do better with retention and graduations rates in the future. Their graduate and undergraduate degrees are stable, but again Dr. Staben points out the need to grow those areas. The UI is a leader in STEM Education where 33% of undergraduates earn degrees in STEM disciplines. They produce 51% of Idaho's STEM undergraduate degrees, 50% of engineering degrees and issue 900 doctoral degrees each year. He remarked on the high quality student experience and resulting success in undergraduate research, international programs, service learning and graduation initiatives. Dr. Staben reported on scholarships to Idaho residents; in FY13 $12.3 million was issued in scholarships and over $54 million in the last five years. Annually the amount has increased 33% over a five year period; and they take the access issue very seriously. They have produced many student and future leaders locally and throughout the nation such as doctors, lawyers, architects and veterinarians. Dr. Staben expressed thanks for the WWAMI program and those involved with that program. Their institution is recognized nationally, and Forbes Magazine rates them as one of the top 25 value colleges in the United States.

Related to research, Dr. Staben reviewed research expenditures by funding source and highlighted many reasons why research is important to Idaho and the resources it brings to the state. He reported on research strategies and remarked on partnerships, enhanced productivity, and major interdisciplinary grants. Per faculty member, they are doing extremely well in research productivity. Dr. Staben named a number of major grants specific to research at the institution. He also remarked on the economic development and engagement that the university is contributing to in the areas of commercialization, agriculture, aquaculture, and in workforce development.

Dr. Staben reported on facilities development at the university that includes the COE building and the IRIC building. Dr. Staben reported on outside investment in the University and pointed out they are at 96% of reaching their goal of $225 million. He reported on challenges and opportunities. Faculty salaries continue to be a challenge, along with student readiness. He remarked on the importance of dual credit, and on strong K12 partnerships to assist with student readiness. Dr. Staben indicated building their leadership team at the university will be both a challenge and an opportunity for growth and new ideas.

2. President's Council Report

Dr. Joe Dunlap, President of North Idaho College and current chair of the President's Council, provided a report to the Board on the Council's meetings from March 10 and April1, 2014. Dr. Dunlap thanked Mr. Terrell for his long standing service to the state. Dr. Dunlap reported the presidents discussed the April budget guidelines and agreed on the line item categories that would be submitted. The majority of the discussion surrounded guns on campus legislation, and Dr. Dunlap reported that Idaho Code would prevail on school properties but not necessarily on campus. He pointed out that the state Attorney General recommends posting on school buildings the prevailing Idaho Code. It was also recommended that safety plans be submitted to the Board to ensure they are consistent with state code and Board policy.

Dr. Dunlap reported the presidents briefly reviewed Senate Bill 1229 which relates to dual credit and the requirement for MOUs between school districts and governing boards. There was Board interest expressed for a follow-up to the IBE study; Carson Howell from the Board office is leading that study. There was concern raised about on-line courses from students from other states. He indicated the state reciprocity authorization agreement will hopefully resolve issues related to distance learning. Dr. Dunlap reported the community colleges continue to meet on a quarterly basis and have developed an MOU on the delivery of dual credit.

3. Idaho EPSCoR Annual Report

Laird Noh and Rick Schumaker, provided a report to the Board on current Experimental Program to Stimulate Competitive Research (EPSCoR) activities and projects. Mr. Noh thanked the Board and staff for their support of the EPSCoR program and invited all to attend the upcoming EPSCoR meeting in McCall next week. Mr. Schumaker provided the annual report to the Board and thanked the members of the state EPSCoR committee. He discussed research competitiveness and indicated that the junior faculty are becoming increasingly well known for their accomplishments. He pointed out that the EPSCoR investment has brought new faculty and new expertise to Idaho. There are currently two active EPSCoR awards. Track 1 is called Managing Idaho's Landscapes for Ecosystem Services (MILES); and Track 2 is called the Western Consortium for Watershed Analysis, Visualizations, and Exploration. Mr. Schumaker reported that with the MILES award, they have 11 new faculty positions. They also have an extensive workforce development outreach program. The Track 2 award is focused on watershed science through visualization and data, and also promotes workforce development and education. He remarked on the evidence of Idaho's progress and success through the EPSCoR program and provided a slide for visual purposes, showing an increase since the 1990's; Idaho is the only state who has maintained and increased its success rate since the 1990's. He also indicated their annual meeting would be held in Coeur d'Alene on April 22-24, 2014.

4. Division of Vocational Rehabilitation – Administrator, Interim Appointment

BOARD ACTION

M/S (Westerberg/Atchley): To appoint Jane Donnellan as the Interim Administrator for the Division of Vocational Rehabilitation and to set her salary at $42.56/hr ($88,524.80 annually), effective April 17, 2014. The motion carried unanimously. Mr. Terrell was absent from voting.

Don Alveshere the current Administrator for the Division of Vocational Rehabilitation (IDVR) has resigned his position, following a recent leave of absence for personal reasons. Jane Donnellan, the Division's Planning and Evaluation Manager has been serving as the Acting Administrator. The Executive Director is recommending the appointment of Ms. Donnellan as the Interim Administrator until such time as a permanent administrator may be appointed.

At this time the meeting recessed for a 10 minute break.

Mr. Soltman requested unanimous consent to move to the Department of Education section and Superintendent's Update. There were no objections.

DEPARTMENT OF EDUCATION

1. Superintendent's Update

Superintendent Tom Luna provided an update from the State Department of Education. He reported on the SBAC progress and that they are field testing the test in every school. The field test is a dress rehearsal and they hope to provide a practice run for students, as well as give the school districts a chance to experience it. Mr. Luna reported that he has been traveling throughout the state to observe some of the testing and encouraged Board members to do the same. He reported student feedback is that the test is more difficult, but more engaging and more "fun". Students like the fact they are answering

more than multiple choice questions and have a chance to explain their answers. He reported they are getting a better picture of the timing of the tests, and so far the math test is taking less time and the English test is taking slightly longer. He encouraged feedback on the length of the test and has also asked for student feedback. So far, the majority of the feedback indicated students prefer a longer test as long as the students can give feedback. He indicated the districts are having students take surveys on the test, and looked forward to sharing the feedback gained from those surveys. He indicated they have put together an advisory committee for the field tests and hope to learn more from the administrators on the tests. Superintendent Luna reported that before they serve the operational test, they will enter into an RFP and contract for the testing. There will be an MOU with Smarter Balanced for further test development, and an MOU with the test vendor to deliver and score the test. They will not release scores on the field test. They want to ensure the logistics and technology is in place by testing the test. They anticipate the scores to be available within 10 days after the student completes the test.

Mr. Soltman asked if the test will be called something different. Mr. Luna responded that the expectation will be for the test to be called the *Smarter Balanced* test. The score level for the graduation requirement will be set by the Board in the future. Ms. Atchley asked how the advisory committee would work. Mr. Luna indicated the legislature passed a bill on data security and also that 30 individuals will be appointed regionally that will look at the test questions for bias and sensitivity.

At this time the agenda returned to item 5 under the PPGA agenda.

5. Amendment to Board Policy I.R. (V.L.) – Campus Security 1st Reading

BOARD ACTION

M/S (Westerberg/Lewis): To approve the first reading of Board Policy I.R. as provided Attachment 1. The motion carried unanimously 7-0.

Ms. Bent from the Board office led the discussion on the item, indicating there was a request to look at a system wide policy to address the guns on campus policy. Legal counsel from the institutions and Board office worked on revisions to the policy, and a copy of the amended policy was handed out during the Board meeting for Board member consideration. Mr. Luna asked for explanation on the changes. Ms. Marcus recapped what happened during the legislative session, and indicated that this policy directs the institutions to implement the law. Dr. Goesling asked about ROTC programs. Ms. Marcus pointed out that ROTC events or certain programs may be allowed according to policy.

6. 2014 Legislative Update

Marilyn Whitney from the Board office provided a report on legislation that passed this year.

House Bill 521 directed school districts to develop a strategic plan and provided funding for training of administrators and school boards. The requirement is that school districts have a plan by September 15, 2014. Mr. Luna expressed concern that it may be too aggressive to have a good plan composed by September. Ms. Whitney indicated that the understanding is for those plans to get started and be refined through the process.

Senate Bill 1233 clarifies which students may be eligible for the Mastery Advancement Scholarship, that professional certificates are eligible for advanced opportunity programs and to provide $200 for high school juniors and $400 for high school seniors for dual credit and professional technical certificates. Mr. Terrell asked if students who are home schooled would be able to quality for dual credits. Ms. Whitney read aloud the bill which does not mention home schools, just public schools. CWI and CSI offer a dual credit pathway for home schooled students.

Senate Bill 1275 enhances the secondary Agriculture and Natural Resource programs currently offered in Idaho schools and provides start up grants for new programs as well as grants for high quality existing programs.

Senate Bill 1372 establishes procedures for sharing student information, procedures collecting new data elements, and requires reporting to the legislature pertaining to the statewide K-12 and postsecondary longitudinal data systems.

Senate Bill 1396 requires that the Board appoint a review committee comprised of 30 people consisting of parents, teachers, and administrators representing public and charter schools in all six regions of the state. They will serve staggered four year terms, and be charged with reviewing and making recommendations to the State Board of Education and the Department of Education to revise or eliminate certain summative computer adaptive test questions.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS

1. WWAMI Program Report

Dr. Mary Barinaga introduced Dr. Joe Cloud and Dr. Suzanne Allen who were present to assist with her report to the Board and answer any questions on the WWAMI program. She reviewed what WWAMI is and described the partnership between the five states (Washington, Wyoming, Alaska, Montana and Idaho) to grow a medical education program. She reviewed the year-to-year curriculum of the WWAMI program, where first year is spent in Moscow, second year is spent in Seattle, and the 3rd and 4th year can be spent at Seattle, Idaho or other WWAMI region. She reported on why there is a need to change the curriculum, stating that exams are becoming more clinical, medicine is becoming increasingly team-based, students need more time for clinical exploration prior to selecting specialties (the need to choose their field by 3rd year), and students need more time to do meaningful research. Dr. Barinaga reviewed a working draft of the new curriculum which will be broken into three distinct phases. The first phase is the scientific foundations phase, the second is the clinical foundations phase, and the third is the career exploration and focus phase. Dr. Joe Cloud discussed the changes occurring at the University of Idaho that will enhance increased instructional participation of 18 months of instruction. There will be systems based instructional formats, and integration of basic sciences and clinical medicine. The increased instructional participation begins in the Fall of 2015. Class instruction will be limited to four hours per day and involve case-based learning. There will be a systems based instructional format that will also include a two week intersession break for remediation and electives. There will be integration of basic science and clinical medicine where students will benefit from an educational experience that combines normal functions and pathologies.

Ms. Atchley asked how the “blocks” would run. Dr. Cloud described how the blocks would run whereby all of the students would be in the cohort at the same time, but not the same class. Mr. Soltman asked if there were enough clinical opportunities here. Dr. Cloud responded in the affirmative. Mr. Terrell asked about the UW expansion. Dr. Allen responded that UW is supportive of expansion and it will not limit opportunities for Idaho students. Mr. Lewis asked if there will be mandatory time in Seattle. Dr. Allen responded that there will be, and commented on how it will help develop students at that first year site. Mr. Lewis asked if the expanded program at the UI would require additional resources. Dr. Cloud responded it would be likely, but it would be self sustaining, adding that there may be challenges with additional space needs however.

2. Board Policy III.V., Statewide Articulation – First Reading

BOARD ACTION

M/S (Westerberg/Terrell): To approve the first reading of proposed amendments to Board Policy III.V, Articulation and Transfer as submitted in Attachment 1. The motion carried 7-0.

Dr. Chris Mathias from the Board office introduced the item and provided more detail of the first reading. He reported that proposed amendments to Board Policy III.V will bring policy into alignment with proposed new Board Policy III.N on statewide general education and provide a seamless transfer of courses between Idaho public postsecondary institutions for students.

Dr. Schimpf remarked that they are working together with staff for a solution that could be an

accreditation for BSU.

3. Board Policy III.G. – Program Approval and Discontinuance – Second Reading

BOARD ACTION

M/S (Westerberg/Atchley): To approve the second reading of proposed amendments to Board Policy III.G, Postsecondary Program Approval and Discontinuance as submitted in Attachment 1. The motion carried 7-0.

Board Policy III.G, Postsecondary Program Approval and Discontinuance provides Idaho's public institutions with procedures for the development, approval, and discontinuation of academic and professional-technical programs. There were no changes between first and second reading.

4. Board Policy III.N. – General Education – Second Reading

BOARD ACTION

M/S (Westerberg/Goesling): To approve the second reading of proposed new Board Policy III.N, General Education as presented and to be implemented by the Fall 2015 academic semester. The motion carried 7-0.

Mr. Westerberg indicated the new policy will establish ongoing responsibilities for the faculty discipline groups, who will ensure consistency and relevance of General Education competencies related to their discipline. Additionally, policy will also formally establish the State General Education Committee, who will be responsible for reviewing competencies and rubrics for institutionally-designated General Education categories and ensure transferability. There were no changes between first and second reading. Mr. Soltman thanked the committee and staff for their work on this item.

5. Board Policy III.Y. – Advanced Opportunities – Second Reading

BOARD ACTION

M/S (Westerberg/Terrell): To approve the first reading of proposed amendments to Board policy III.Y. Certificates and Degrees as submitted in Attachment 1. The motion carried 7-0.

Mr. Westerberg indicated approving the amendments now would allow the institutions time to evaluate changes they would like to make in the advanced opportunities they offer secondary students and notify the school districts they work with prior to the start of the secondary schools summer break. This will allow the secondary schools to make any necessary changes to their fall course offerings. He also pointed out the number of changes between first and second reading.

Ms. Bent reviewed those changes that were significant to the policy. In the first reading, there was a fee for the technical dual credit courses that was in alignment with the workforce training fee. Feedback from institutions indicated that given the oversight necessary, the fee was not adequate, and it was requested that it be made the same as it is for the academic dual courses. An additional change is in how the two pathways (formerly tech prep) are organized. Professional-Technical Advanced Learning (PTAL) was removed and the technical dual credit language was moved under academic dual credit, so the two forms of dual credit were grouped together. The language defining technical competency credit was also moved into the definition section.

Dr. Lori Stinson from LCSC remarked they are concerned about student access related to the policy changes, specifically with the $65 per credit charge that was added between first and second reading. They believe that fee will be a barrier to students enrolling in technical dual credit opportunities. Additionally, superintendents in that region did not feel they were included in the discussion of the policy changes to the extent they would have preferred. They have asked for flexibility related to the $65 fee. Mr. Luna concurred with Dr. Stinson's comments about the item and that this is an unintended

consequence that may create a barrier for some students pursing professional-technical education.

Mr. Westerberg indicated that there has been discussion on the item. He recommended reading the motion as a first reading and returning it to the IRSA committee for additional work with the institutions. Mr. Luna suggested another option which was that the language be changed to say "the universities can charge *up to* $65 per credit", which would allow institutions flexibility to charge from $0 to $65. He felt adding those words would address the concerns that have been raised. Mr. Westerberg read the motion as a first reading, and returned the item to the IRSA committee for additional work.

6. Boise State University – Graduate Certificate in Victim Services, Self-Support Program

BOARD ACTION

M/S (Westerberg/Atchley): To approve the request by Boise State University to create a new self-support program granting a graduate certificate in Victim Services. The motion carried 7-0.

M/S (Westerberg/Atchley): To approve the request by Boise State University to designate a self-support fee for the Graduate Certificate in Victim Services program in conformance with the program budget submitted to the Board in Attachment 1. The motion carried 7-0.

Mr. Westerberg indicated the program was unanimously recommended by committee. Dr. Schimpf indicated that BSU plans to provide a new self-support program that will award a graduate certificate in victim services. BSU plans to charge $340 per credit hour. Students enrolled in the program are expected to generate 260 graduate credit hours per year. The expected annual gross revenue will therefore be approximately $88,400.

7. Boise State University – Master of Athletic Leadership

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by Boise State University to create a new self-support program granting the degree of Master of Athletic Leadership. The motion carried 7-0.

M/S (Westerberg/Atchley): To approve the request by Boise State University to designate a self-support fee for the Master of Athletic Leadership program in conformance with the program budget submitted to the Board in Attachment 1. The motion carried 7-0.

Mr. Westerberg indicated the program was unanimously recommended by committee.

Dr. Schimpf invited Mr. Tyler Johnson from the department of Kinesiology to assist with any questions. Dr. Schimpf indicated BSU proposes to create a new self-support program that will award a Master of Athletic Leadership degree. The proposed program will be offered face-to-face in BSU's regional service area, and will differ from programs currently offered in Idaho because of its focus on leadership training from both coaching and athletic administration perspectives, and the inclusion of substantial practical experience and mentoring, as opposed to being based only on traditional coursework.
BSU plans to charge $340 per credit hour taken. In the second year of the program (when the program is fully functional), BSU will teach a total of 6 courses of 5 to 6 credits each with an estimate of 18-20 students per class. BSU expects to produce 593 graduate student credit hours per year for a total gross income of $201,620. Local funds totaling $57,117 will be used to initiate the program; the local account will be repaid with program revenues by the end of the third year of the program consistent with Board Policy V.R.

Dr. Goesling asked if they may tie in this program with the University of Idaho. Mr. Johnson responded the system is geared toward the Treasure Valley, and would definitely consider expansion as the program develops.

BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)

Section I – Human Resources

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

M/S (Terrell/Goesling): To approve the second reading of proposed amendments to Board Policy II.H., Coaches and Athletic Directors, with all revisions as presented and to direct staff to bring forward amendments to the model contract for consideration. The motion carried 7-0.

Mr. Terrell provided some background on the item and pointed out that the proposed policy change would authorize the institutions to use a new leave code similar to elected officials whereby coaches would not accrue vacation or sick leave. Athletic Directors would be required to approve a coach's leave.

Ms. Atchley asked for clarification on the last sentence of the policy. Mr. Freeman responded that those changes were requested by the Controller's office to declare what happens to any leave.

BUSINESS AFFAIRS AND HUMAN RESOURCES (BAHR)

Section II – Finance

1. Amendment to Board Policy V.1. – Real and Personal Property and Services – First Reading

BOARD ACTION

M/S (Terrell/Atchley): To approve the first reading of proposed amendments to Board Policy V.I. Real and Personal Property and Services. The motion carried 7-0.

2. Amendment to Board Policy V.K. – Construction Projects – First Reading

BOARD ACTION

M/S (Terrell/Atchley): To approve the first reading of proposed amendments to Board policy V.K. Construction Projects. The motion carried 6-0. Mr. Luna was absent from voting.

3. Amendment to Board Policy V.W. – Litigation – First Reading

BOARD ACTION

M/S (Terrell/Atchley): To approve the first reading of Idaho State Board of Education Governing Policies & Procedures V.W. – Litigation as submitted. The motion carried 6-0. Mr. Luna was absent from voting.

4. Amendment to Board Policy V.X. – Intercollegiate – Second Reading

BOARD ACTION

M/S (Terrell/Atchley): To approve the second reading of proposed amendments to Board policy V.X. Intercollegiate Athletics, with all revisions as presented. The motion carried 6-0. Mr. Luna was absent from voting.

5. FY 2015 Appropriations

BOARD ACTION

M/S (Terrell/Westerberg): To approve the allocation of the FY 2015 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented on Tab 5b, Page 3. The motion carried 7-0.

M/S (Terrell/Westerberg): To approve the allocation of the FY 2015 appropriation for the College of Southern Idaho, College of Western Idaho and North Idaho College, as presented on Tab 5c, Page 3. The motion carried 7-0.

M/S (Terrell/Westerberg): To approve the request from the Division of Professional-Technical Education for the FY 2015 appropriation allocation as detailed on Tab 5d page 3 (Attachment 1). The motion carried 7-0.

6. Intercollegiate Athletics – FY 2015 Athletics General Fund Limits

BOARD ACTION

M/S (Terrell/Lewis): To approve the FY 2015 athletics limits for General Funds as listed in Attachment 1 lines 28-31 and the FY 2015 athletics limits for Institutional Funds as listed in Attachment 1 lines 14-21. The motion carried 7-0.

Mr. Terrell pointed out the Board agenda item Tab 7 includes the gender equity plans for each institution. Included in that agenda item, an institution could request additional funding to add a new sport or to address other compliance issues. It should be noted that an increase in students fees may be required should the Board request an increase in the limit.

Dr. Goesling asked what the impact is on the athletic budget with regard to the tuition and fee increase. Mr. Rob Spear responded that in relation to the activity fee, it restricts the athletic departments during certain years. Dr. Goesling suggested flexibility with regard to the activity fees. Mr. Terrell recommended this item be discussed in the Athletics Committee and also discussed in the BAHR Committee. Mr. Westerberg pointed out that the discussion did occur and that this is an improvement in the policy. Mr. Spear pointed out that the athletics fee cap is tied to the state appropriations and student activity fee; that the athletic fee raises in proportion to the student activity fee.

Mr. Freeman requested direction from the Board on if they want to vote each year on athletics limits, review them as an information item, or if they are comfortable with the policy formula and handling it at the staff level. The consensus of the Board was to hear discussion in committee and report to the Board. Mr. Spear requested an analysis since 2008 of appropriated fund and institutional funds in comparison to the overall fee increase and how much the activity fee increased in proportion to how much the athletics programs have received.

7. Intercollegiate Athletics – FY 2015 Gender Equity Reports

BOARD ACTION

M/S (Terrell/Westerberg): To approve the Gender Equity Reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College as submitted. The motion carried 7-0.

Mr. Lewis complemented the staff on their work on this item.

8. FY 2016 Budget Guidelines

BOARD ACTION

M/S (Terrell/Atchley): To direct to direct the college and universities to use the following categories to develop FY 2016 Line Item budget requests:
System wide

1. **Complete College Idaho**
2. **Deferred Maintenance**
3. **Financial Aid (merit and need based)**

4. One-time funding for philanthropic matching program
Institution-level
1. Salary Competitiveness
2. Institution-specific Initiatives (up to two).

The motion carried 7-0.

Mr. Terrell indicated the Presidents Council met on March 10, 2014 to discuss FY 2016 budget priorities. The institutions' Vice Presidents for Finance & Administration and Governmental Affairs Directors also attended and participated in the conversation. The consensus of the group was to recommend the following line item categories for the college and universities: System-wide, Complete College Idaho, deferred maintenance, financial aid (merit and need based), one-time funding for philanthropic matching program. Institution-level: Salary Competitiveness, institution-specific Initiatives (up to two), in addition to salary competitiveness, each institution could submit up to two (2) line item requests at the institutional level. This would provide the Governor and Legislature statewide Board priority initiatives and institution specific line items.

Mr. Lewis requested information on the one-time funding for philanthropic matching program. Dr. Vailas from ISU responded that this item is important given the political environment to have the support of the Legislature to move an item forward that contains merit such as this one. Mr. Lewis indicated it feels "open ended" and felt it may be providing money to be used in a way they don't understand. Dr. Staben commented that he was a strong advocate for this idea as well and provided an example from the University of Kentucky. What was most dramatic about the effects of this program was that the rate of philanthropy was changed by this one-time money to support the program. He pointed out that in fact, the program ended up carrying forward after the one-time funding ended. In the economic environment with one-time funding, this may be a way to have a lasting change to the philanthropic environment in the state. Dr. Vailas added that it also engages the private sector. Mr. Lewis suggested having a more definitive target and recommended discussion in the BAHR committee. He also felt it was interesting that it was placed in a higher place than salary competitiveness. Dr. Staben felt it would help address salary competitiveness. Mr. Westerberg suggested a timeline for the item. Dr. Rush remarked the final approvals would be set at the August meeting and this would provide direction for the proposals. He expected the institutions be able to discuss the item and that it should be discussed at the next President's Council, and that a preliminary report should be provided at the June meeting. Dr. Rush indicated that the BAHR Committee should also be involved.

Mr. Soltman asked about deferred maintenance. Mr. Freeman responded that this is intended as a "nod" in the need to address deferred maintenance.

At this time the meeting recessed for lunch.

9. Boise State University – Six-Year Capital Improvement Plan Amendment

BOARD ACTION

M/S (Terrell/Westerberg): To approve the Six-year Capital Improvement Plan Amendment (FY 2015 – 2020) for Boise State University as presented in Attachment 1. The motion carried 5-0. Mr. Lewis and Ms. Atchley were absent from voting.

10. University of Idaho – Integrated Research Center Project – Finance Plan and Construction Phase

BOARD ACTION

M/S (Terrell/Atchley): To approve the request by the University of Idaho to implement the construction phase for the Integrated Research & Innovations Center, pursuant to the budget set forth in Attachment 1. Approval includes the authority to execute all necessary consultant, vendor, and construction contracts to fully implement construction of the project. The motion carried 7-0.

Mr. Smith provided details on behalf of UI. He reported that this is a partnership with the state, and the state has provided $5M toward the project. Dr. Goesling asked about the multiple buildings that were present in the original plan. Mr. Smith responded that one building burned down and is now located elsewhere. They are defining needs for the ROTC building and will plan accordingly.

Mr. Freeman reminded the Board that per policy this motion approves construction, and a separate motion will be required in June in order to approve debt financing.

11. University of Idaho – College of Education – Renovation and Improvements Project

BOARD ACTION

M/S (Terrell/Westerberg): To approve the request by the University of Idaho to implement the construction phase for the College of Education Building Asbestos Remediation and Whole Building Renovation and Improvements pursuant to the Estimated Budget set forth in the materials submitted to the Board. The motion carried 7-0.

Mr. Terrell indicated this is an authorization request to allow the UI to proceed with the construction phase of a complete renovation of the College of Education Building. Mr. Ron Smith provided additional details on the project. He pointed that asbestos abatement and remediation of the building was necessary. They have received $2.6 million in donor funds. The State Department of Public Works will oversee the asbestos abatement. Total project dollars will be $17.1 million to complete the project. Mr. Smith indicated that they have addressed relocating staff during the renovation of this project.

Mr. Freeman reminded the Board that per policy this motion approves construction, and a separate motion will be required in June in order to approve debt financing.

12. Idaho State University – Property Sale – East Terry Street, Pocatello

BOARD ACTION

M/S (Terrell/Atchley): To authorize ISU's Vice President for Finance and Administration to negotiate with the Land Board for the sale of the Subject Property (located just off Terry Street in Pocatello, Idaho) to the Pocatello School District on behalf of the State Board of Education in its capacity as the Board of Trustees for the University that they can sell the property at the price of $135,500. The motion carried 7-0.

Mr. Terrell questioned whether to reference the appraisal price of $135,500, and requested to modify the motion. Ms. Marcus indicated in consultation with Land Board staff, ISU counsel has determined that the Subject Property does not constitute "surplus real property" as that term is used in Code, and therefore the Board has its own authority to dispose of the Subject Property.

OTHER BUSINESS

Election of officers:

Mr. Westerberg recognized the Board's current president, Don Soltman, and the outstanding job he has done over the past year.

BOARD ACTION

M/S (Westerberg/Terrell): To appoint Emma Atchley as the new president of the Board, Rod Lewis Vice President, Don Soltman as Secretary; and that the nominations cease. The motion carried 7-0.

There being no further business, a motion to adjourn was entertained.
M/S (Luna/Terrell): To adjourn the meeting at 1:00 p.m. The motion carried 7-0.

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

DRAFT MINUTES
STATE BOARD OF EDUCATION
May 14-15, 2014
Special Board Meeting – Board Retreat
Boise, ID

A special Board meeting of the State Board of Education was held May 14-15, 2014. It originated from the Skyline Room of the Stueckle Sky Center at Boise State University, in Boise Idaho. Board President Emma Atchley presided and called the meeting to order at 8:00 a.m. A roll call of members was taken.

Present:

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

AGENDA APPROVAL

M/S (Lewis/Terrell): To amend the agenda to add two additional items, IRSA TAB 1, to consider approval of a new academic program at the College of Southern Idaho and PPGA TAB 2, Data Transfer Approval. The IRSA item was not included in the original posted agenda because an administrative oversight at the college was not brought to the attention of Board staff until the deadline for posting the agenda had past, the item requires immediate Board consideration. The PPGA item was not included in the original posted agenda because Board staff was only made aware of the time sensitive data request by the United States Department of Education, Office of Inspector General after the deadline for posting the agenda for the public meeting. Section 33-133, Idaho code requires the Board approve the sharing of these data prior to the data transfer. The motion carried unanimously.

EXECUTIVE SESSION (Closed to the Public)

M/S (Lewis/Terrell): **To meet in executive session to evaluate the presidents of Idaho's state higher education institutions and its executive director, pursuant to Idaho Code Section 67-2345(1)(b).** A roll call vote was taken and the motion carried unanimously. Board members entered into Executive Session at 8:10 a.m.

M/S (Terrell/Westerberg): To go out of executive session at 12:31p.m. The motion carried unanimously.

BOARD RETREAT (Open Meeting)

1. **Making Processes Work**

The Board convened for regular business at 1:00 p.m. on Wednesday, May 14, 2014 for discussion of higher education process issues, including discussion of strategies to improve effectiveness for such processes as budgeting, legislative, administrative rules, and planning and accountability. They also planned to discuss the Board evaluation summary and next steps, committee structure and operational process, and Board values and responsibilities.

Dr. Rush introduced the discussion and format for the work session and gave a brief overview of the workshop he attended with President Atchley in Washington D.C. related to Board processes.

The first item for discussion was the Master Planning Calendar. Mr. Freeman provided a slide for visual aid showing the budget development timeline. He pointed out that line item categories are developed and reviewed by the President's Council and the Business Affairs & Human Resources (BAHR) Committee in February. In April, the Board approves the line item categories for the institutions. In June, the Board reviews and approves the agency and institution line item requests. This is also the first opportunity the Board has to see the line item requests from agencies and institutions. Mr. Freeman encouraged feedback in vetting the line items such as bringing them to the BAHR committee and the BAHR committee making recommendations to the Board. He pointed out the vast amount of detail in the line item requests and questioned the amount of time and detail the Board would want to get into. In August, the Board reviews and approves the final budget request for the next fiscal year. By September 1st (the deadline), the final budget requests are sent to the Division of Financial Management (DFM) and Legislative Services Office (LSO). Then, in January the Board and institutions present their requests during Education Week to the Joint Finance and Appropriations Committee (JFAC).

Dr. Fox from the College of Southern Idaho (CSI) asked if community college voices are represented at the Governor's office. He asked if they would be better served working through their own boards, if they should have a unified voice, or if they should have individual requests to the state Board office. He asked how they fit into the process considering their local governance. Mr. Freeman responded that historically the community colleges are not included in the line item categories in April. The informal meeting with DFM does include the community colleges, encompassing all of higher education. Mr. Freeman responded a unified approach would be more effective in talking to JFAC.

Dr. Rush indicated that Governor Otter implemented a process to shares his recommendation in confidence with the cabinet members which provides a small opportunity for feedback. He indicated that the Board Chair could visit with the Governor about specific items of concern. Mr. Lewis asked about the process the Superintendent goes through with the Governor's office. Mr. Luna responded his office initiates the conversation with the Governor's office, and the Superintendent tries to build his budget based on conversations with the Governor and his recommendations.

Ms. Atchley asked if there was a desire on the part of the Board to be more proactive with the process and discussions with the Governor's office. Discussion among Board members concluded that they want to be more involved. Mr. Freeman asked if they want to review individual line items at a Board level, at a committee level, or other. Mr. Westerberg felt the Board lacks a rigorous review process. He felt if the Board intends to be more involved in budget setting, they need to review the process and have more thorough discussions. Mr. Lewis felt there is not a working relationship with the Governor's office, and that the Board is not on the same page by the time the recommendations come out. He felt there is a communication breakdown between institutions, Board office, Governmental Affairs Directors (GADs), and the Governor's office. Ms. Atchley indicated the Board is far more effective if they advocate for things as a system and requested discussion from the institution presidents.

Dr. Glandon suggested it would be advantageous to spend more time meeting together and presenting together to present a unified approach for higher education. Dr. Fernandez suggested the development of the budget and to meet and present as a group. Dr. Vailas remarked that there is a need to go to the Governor with unified vision and goals between the Board and institutions. He felt the Board and institutions should work with both the Governor's office and the legislators to present a unified view.

Mr. Lewis asked how to come to a unified view. Dr. Goesling asked what role their lobbyists/advocates would play in moving to a unified voice. Dr. Kustra responded that there is a need to simplify the "ask"

and come up with a goal that is clearly in the interest of universities and colleges. The longer the list, the harder it will be for the Governor and legislators to figure out what higher education is trying to do. He felt they need to work toward system-wide initiatives, but there will always be a clash between those initiatives and individual institution priorities.

Dr. Vailas remarked that the GADs should combine their voices and work together more, instead of individually. He felt the goals and strategies of higher education would come across clearer to legislators and the Governor with combined articulation. Dr. Glandon also pointed out the tremendous need for consistency, discipline and commitment to have a unified voice for the best interest(s) of higher education. Mr. Luna remarked on the importance of developing relationships with individual members of the JFAC committee. Mr. Lewis felt the presidents and the Board should be working together early in the year identifying major funding issues.

Dr. Kustra remarked that a chancellor is a vehicle of authority that stands out as a model of political power in this type of conversation. Bruce Newcomb remarked that the Board should change its status as how it proceeds, not as a state agency, but as a constitutional entity, and suggested demonstrating that more with the legislature.

Dr. Rush summarized that immediate staff work should include a formal process where the BAHR chair and Board staff discuss line items in June and review the Governor's recommendation. Mr. Lewis felt the direction should come very early in the year and include regular meetings with the presidents and governor, also to include the Board president. Mr. Freeman indicated he would work with the Board president and BAHR chair on this process and the level of involvement with the Governor, Governor's staff, and legislators.

Mr. Stegner remarked there is room for improvement everywhere. He remarked that K-12 by sheer numbers outweighs higher education, and reminded the group that there are no statutory requirements for funding higher education. He pointed out that unfortunately when something needs to be cut, higher education usually suffers. Mr. Stegner felt the Board and staff doesn't have a good influence or relationship with the legislature, and encouraged Board and staff be more involved with legislators in order to grow important relationships. Ms. Atchley thanked Mr. Stegner for his direct comments and that his feedback is the type of directness they are looking for. Dr. Vailas also encouraged clear communication with the voters on the importance and goals of higher education; and how it would benefit the political process.

At this time, the meeting moved on to discuss the legislative process and timeline. Ms. Whitney recapped the process and pointed out that legislative ideas can be developed at any time. In April, the initial discussion of ideas with GADs, presidents and legal counsel begins. In May, a description of the statement of purpose and fiscal impact are due to the Board office. In June, the President's Council meets with GADs and the Policy, Planning & Governmental Affairs (PPGA) committee. At the June Board meeting, the Board discusses and approves legislative ideas and the master planning calendar. In July, there is development and drafting of legislative language. In August, the deadline is August 3rd to submit drafts to the LSO. In September, the President's Council meets with GADs and PPGA; drafts are due to DFM. In October, the legislation is reviewed and there is an additional meeting with PPGA and the GADs. At the October Board meeting, the Board considers the legislation, and approved legislative language is submitted to DFM. In November, legislation is reviewed with GADs and legal counsel, and any changes are worked through. In December legislation is reviewed and proofs are returned to DFM. December 3rd is the final date for any changes to bills. In January the legislative session begins.

Ms. Whitney pointed out some expectations for institutions and GADs, and discussed the process the Board staff uses in non-institution related legislation. Ms. Whitney pointed out that whatever the legislature approved impacts the whole system, and it is important to keep that in mind.

Dr. Fox asked where the meeting with president's and the Governor would fit in the timeline. Ms. Whitney indicated it could fit in a number of places depending on the item. She pointed out that the Board office is in contact with the Governor's office throughout the entire process. Mr. Lewis requested the establishment of a monthly meeting with the Governor's office and the presidents. Mr. Terrell asked if

after January there is any collaboration between lobbyists on the Board's priority items. Ms. Whitney responded that is the main reason for the Friday meetings with the GADs – that the meetings are to coordinate and strategize throughout the legislative process.

Mr. Stegner suggested when meeting with the Governor's office, that the Board advocate more strongly for money being returned to higher education that has been cut. He felt there is a strong lack of advocacy to get higher education back to where it was prior to 2009. Mr. Newcomb echoed those remarks. Mr. Luna pointed out an important factor not yet considered in this conversation which is that people (general public) do not value higher education, which is largely a cultural issue. It is not enough for Board members and staff to advocate, there needs to be a way for parents and students to advocate. He felt there needs to be a better opinion in higher education for those who would advocate for it and development of that opinion throughout Idaho. Ms. Atchley agreed with those remarks. Dr. Kustra remarked there needs to be more support from those people appointed to advocate for higher education. Mr. Kunz remarked on the support from the various associations behind higher education. Mr. Westerberg remarked on Board concurrence through the legislative process, and requested direction from staff on how it wants Board members to provide support; when and where. Ms. Whitney pointed out there would be an off session strategy throughout the summer to engage legislators.

Ms. Bent reviewed the administrative rules process and timeline. In March the Board staff starts work on identifying administrative rules that may need amendments. In April, Board staff publishes notices of intent to promulgate rules, and proposed rules start coming to the Board for consideration. In June, the Board considers the proposed rules. The August Board meeting is the final meeting for the Board to consider proposed rules, and it is the start of the 21 day public comment period for rules approved in June; the deadline for submittal is August 29th. In September, proposed rules are published in administrative bulletin and the 21 day public comment period begins for those rules approved in August. In October, the Board considers pending rules. In November there is a special Board meeting held to consider final pending rules; the deadline for submittal is November 30th. In January, administrative rules are submitted to the legislature and staff presents the rules to the legislature. Ms. Bent identified the difference between a temporary proposed rule and that they are the same as law. There were no questions for Ms. Bent about the administrative rules process.

Ms. Bent went on to discuss the strategic planning and performance reporting timeline. In September, the Board office submits agency and institution performance measure reports for previous years to DFM and the legislature. In October, the Board committee and staff review statewide K-20 strategic plans. Institutions and agencies present performance reports for the previous year to Board and conduct review of statewide performance measures. In November, Board staff work to make amendments to Board strategic plan; this is over a five year process. In December, the Board approves the statewide K-20 strategic plan. The Board gives direction to institutions and agencies regarding their strategic plan. In March, institutions and agencies submit their strategic plans to Board office for review. In April, the Board considers institution and agency strategic plans and provides guidance if changes are needed. In May, institutions and agencies resubmit strategic plans as needed for final June approval by the Board. In June, the Board gives final approval of the institution and agency strategic plans. Approval includes approval of performance measures reported following October. In July, Board, agency, and institution strategic plans are submitted to DFM.

Ms. Bent identified how the pieces of the K-20 strategic plan puzzle fit together. She discussed how CCI, STEM, Research, Institution Agencies, and Special Health programs all fit together. There was discussion about the required contents of the strategic plans, and Ms. Bent reminded the institutions that it can be frustrating when required detail is omitted, because there are very specific requirements and definitions to the strategic plans in statute, and it is also Board policy. Furthermore, if Ms. Bent happens to miss something that was required in content, the Division of Financial Management always catches it, which can be troublesome.

Dr. Rush expressed his understanding of how much work updating a strategic plan is for institutions. He added that that related to the planning process, however, there needs to be more input and work with the Board on when the institution has major updates and rewrites that take place. Ms. Atchley indicated that the Board's planning might need to be advanced a year, meaning that the Board would work under the

old plan for a year while the new plan is being developed and put out to the institutions so that they have more time to respond to it.

Dr. Fox pointed out relative to accreditation and the cycle of core theme development, the major revisions of strategic planning relative to the institutional processes occur when the institutions develop that first year every seven years. He suggested that might be a good time to run the parallel process relative to the Board's five-year plan. Dr. Rush acknowledged and indicated it would be explored it in greater detail in the President's Council meetings. Dr. Goesling suggested a joint meeting with the Community College Boards.

Summarizing from the earlier discussion on budgeting processes, Mr. Freeman indicated that he would be working with the BAHR chair, the Board President, and Dr. Rush on what the process will be to review budget line items. Ms. Whitney summarized from the legislative process discussion, there is still a question as to how the Board wants to be engaged, either specifically or in general, in legislative advocacy, and that it would be important (and beneficial) to have a plan for the next session. Ms. Whitney added that she would appreciate thoughts and guidance with respect to individual Board member interactions with legislators. Mr. Lewis remarked on the importance of the Board members communicating uniformly and that there should be coordinated communication among the Board members and the Board office, emphasizing disjointed communication would be harmful.

At this time, the meeting moved on to the Board self evaluation summary and next steps. Ms. Bent indicated overall the evaluation this year indicated there has been no decrease in the measures asked of the Board, and that comments were positive overall. Ms. Bent reviewed the questions on the evaluation and summarized the comments. One recommendation was to have more communication between Board members and committee chairs. Additional recommendations include that the committee chairs should consider having regular meetings, perhaps quarterly; that there is a need for more information on the accreditation process; that presentations to the Board be more data driven and use more information sources (i.e., that the institutions often showcase positive things and stay away from reporting on negative things, despite the importance of covering both).

The Board felt they were better informed in the area of significant policy and budget implications. There was a request for more information on short and long term consequences of decisions the Board makes, as well as having stronger staff recommendations instead of staff neutrality. There was an additional recommendation that the committee chairs meet and discuss how what one committee is working on may affect another committee. There was discussion regarding the agenda material preparation and delivery for Board members and a recommendation that Board members be given more time to review the materials. Ms. Bent reviewed the timeline for agencies and institutions to provide their materials to the Board, and also the timing for when Board materials are distributed to members.

Mr. Lewis requested recommendations on the ability for Board members to communicate more informally, but within the confines of legal restrictions. He expressed that the limitations on Board member communication has directly affected the amount of work the Board is able to get done. Mr. Lewis requested an approach from a legal standpoint on how the Board can do more within the confines of what they can't do, i.e., more informal communication in a less formal setting. The question is how the Board can work with the Open Meeting Law to facilitate discussions where decisions are not being made. Ms. Atchley indicated communication through Executive Committee is one possible avenue. Mr. Westerberg pointed out being careful with that approach as to not disenfranchise the other members of the Board. Ms. Bent indicated staff and legal counsel would discuss it in more detail and explore recommendations.

One other recommendation was for deeper communication with institution presidents about issues outside of Board meetings, but not necessarily related to Board member and president geographic location. Mr. Westerberg pointed out that as Board members they must not have their individual priorities pushed on institution presidents.

Ms. Atchley remarked that the self evaluation process is required for accreditation, and that it may be useful to have anonymous institution president feedback in the form of a survey or questionnaire. Dr. Goesling pointed out an AGB article on what president's think of their boards may contain useful

information. Ms Atchley encouraged communication from the presidents with the Board members.

At this time, the meeting moved to review the standing committees of the Board. Ms. Atchley opened the floor for comment on the Board's committee structure. Dr. Fox complemented the Institutional Research & Student Affairs (IRSA) committee and its work and collaboration. Dr. Goesling recommended making the Indian Ed and the Athletics Committees standing committees of the Board, and making a Board member a chair of those committees. Ms. Atchley responded that one of the problems with doing that is, it opens the door to a number of other groups that could request a committee, and the Board does not have the staff or resources to accommodate more committees. Ms. Atchley indicated the Board would consider that request and discuss in more detail with staff. Ms. Atchley indicated that the Athletics Committee is somewhat a subcommittee of BAHR, and pointed out again the need to be careful in extending the number of committees of the Board because of the amount of work and staff work required where they are already spread thin. Mr. Terrell pointed out how each of the committees works together as two sets of eyes for the Board (i.e., BAHR and Athletics). Ms. Atchley asked if BAHR felt it should make Athletics its own standing committee. Mr. Terrell expressed Athletics should stay as its own committee and report its findings to BAHR. Dr. Goesling encouraged the Board to consider his recommendation. Mr. Lewis also felt Athletics should remain as a subcommittee to BAHR. Ms. Atchley responded that making a decision about the committees today would not be possible at this venue.

Dr. Goesling asked that the Governor's Task Force on Veterans Affairs be added to the committee list. Mr. Terrell recommended a staff review of the committee referenced by Dr. Goesling and make a recommendation. Dr. Rush indicated staff work would be done and a report would be provided at the June Board meeting.

Ms. Atchley introduced the next item which was Board values and responsibilities. She referenced a handout that was provided to Board members with recommended responsibilities of individual Board members. Mr. Lewis recommended providing a copy of the list to institution presidents for their feedback. Mr. Lewis cautioned about Board members being over-active with presidents, and that it puts tremendous pressure and burden on them, and it can be disruptive to the work of the institution president. Mr. Lewis reminded the Board members of the importance of being loyal to the entire system of higher education which includes every institution and agency, and K-12 system. Ms. Atchley reiterated the importance for Board members to speak their mind at Board meetings, but once the Board makes a decision as a whole, the decision should be supported by all Board members.

Mr. Lewis pointed toward the item of helping to enhance the public image of the higher education system and of each of the institutions and agencies and the Board, and recommended adopting a statement. Dr. Rush suggested the Board members and presidents offer edits to the staff and that staff prepare a statement to the Board at the June meeting. Board members agreed.

BOARDWORK

POLICY, PLANNING & GOVERNMENTAL AFFAIRS (PPGA)

1. University of Idaho – Temporary proposed rule 08.05.01, Rules Governing Seed and Plant Certification.

M/S (Soltman/Terrell): To approve the temporary and proposed rule, IDAPA 08.05.01, Rules Governing Seed and Plant Certification as presented in attachment 1. The motion carried unanimously. Ms. Atchley abstained from voting. The motion carried 6-1.

Ms. Bent introduced the item which is a temporary and proposed rule forwarded by the University of Idaho. The motion incorporates by reference into the rule the standards that were previously set by the Idaho Crop Improvement Association (ICIA). Once approved by the Board, the rule would go into effect and the pending rule would return to the Board for approval at the end of the 21-day comment period. Ms. Atchley pointed out that she is a member of the ICIA and would not be voting on the motion today.

2. Data Transfer Approval

M/S (Soltman/Westerberg): To authorize the sharing of confidential data for compliance with federal education program audits when the State has previously agreed to consent to the audits as a condition of participation in the federal program. The motion carried unanimously.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. College of Southern Idaho – Food Processing Tech Program

BOARD ACTION

M/S (Westerberg/Goesling): To approve the request by the College of Southern Idaho to offer a new Intermediate Technical Certificate in Food Processing Technology. The motion carried unanimously.

Dr. Fox from CSI provided some details on the program and pointed out they had received a $4.5 million grant and additional funding and resources for the center which has received broad support.

M/S (Terrell/Westerberg): To adjourn the meeting at 4:44 p.m. The motion carried unanimously**.**

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

DRAFT MINUTES
STATE BOARD OF EDUCATION
June 2, 2014
Special Board Meeting
Boise, ID

A special meeting of the State Board of Education was held June 2, 2014 via teleconference. It originated from the Board office's large conference room in Boise Idaho. Board President Emma Atchley presided and called the meeting to order at 4:00 p.m. MST. A roll call of members was taken.

Present:
Emma Atchley, President
Rod Lewis, Vice President
Don Soltman, Secretary
Richard Westerberg
Superintendent Tom Luna

Absent:
Bill Goesling
Milford Terrell

BUSINESS AFFAIRS & HUMAN RESOURCES (BAHR)

Mr. Lewis introduced the item indicating the Board completed performance evaluations in May and will be considering president contract amendments at the June meeting. He pointed out that Dr. Rush also conducted evaluations for the agency directors in May.

1. Chief Executive Officers Compensation

M/S (Lewis/Westerberg): To approve an annual salary for Dr. Robert Kustra, President of Boise State University, in the amount of $371,104, effective June 8, 2014. The motion carried unanimously.

M/S (Lewis/Westerberg): To approve an annual salary for Dr. Art Vailas, President of Idaho State University, in the amount of $357,029, effective June 8, 2014. The motion carried unanimously.

M/S (Lewis/Westerberg): To approve an annual salary for Dr. Tony Fernandez, President of Lewis-Clark State College, in the amount of $176,011, effective June 8, 2014. The motion carried unanimously.

Mr. Soltman indicated there would be a market adjustment at a later point in time. Mr. Lewis

confirmed that comment and indicated the BAHR committee would review information.

M/S (Lewis/Soltman): To approve an hourly rate of $62.47/hr ($129,928.12) for Dr. Mike Rush as Executive Director of the Idaho State Board of Education, effective June 8, 2014. The motion carried unanimously.

Mr. Freeman reminded the Board of the process for salary adjustments for the Executive Director. Mr. Lewis remarked that it may be helpful to remind the Governor's office and Division of Financial Management that the Board is a constitutional body.

M/S (Lewis/Soltman): To approve an 0.50% increase in annual salary for Ron Pisaneschi as General Manager of Idaho Public Television for FY 2015m at an hourly rate of $48.24 (annual salary of $100,339.20) effective June 8, 2014, and a one-time FY 2015 bonus in the amount of $500. The motion carried unanimously.

Dr. Rush reviewed the agency head evaluation and salary adjustment process for the Board.

M/S (Lewis/Westerberg): To approve a one-time bonus for Vera McCrink as Interim Administrator of the Division of Professional-Technical Education in the amount of $2,000 for FY 2014, and $400 for FY 2015. The motion carried unanimously.

Dr. Rush informed the Board that the bonus amount for the agency Chief Executive Officers was based on the agency compensation plan that had been approved by the Governor's Office.

M/S (Lewis/Soltman): To approve a one-time bonus for Jane Donnellan as Interim Administrator of the Division of Vocational Rehabilitation in the amount of $2,000 for FY 2014, and $885.25 for FY 2015. The motion carried unanimously.

Other Business:

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

M/S (Westerberg/Luna): To adjourn the meeting at 4:26 p.m. The motion carried unanimously.

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CONSENT AGENDA
JUNE 18, 2014

TAB	DESCRIPTION	ACTION
1	**BAHR – SECTION II - BOISE STATE UNIVERSITY** Revision to Law Enforcement Contract with Boise Police Department	Motion to Approve
2	**BAHR – SECTION II - UNIVERSITY OF IDAHO** Land Lease with State of Idaho at the US Sheep Experiment Station	Motion to Approve
3	**BAHR – SECTION II - UNIVERSITY OF IDAHO** Ellucian /Banner Software Maintenance Agreement Extension	Motion to Approve
4	**BAHR – SECTION II - UNIVERSITY OF IDAHO** Disposal of Real Property – Latah County	Motion to Approve
5	**BAHR – SECTION II - UNIVERSITY OF IDAHO** Building Management Services Contract for The Idaho Water Center	Motion to Approve
6	**PPGA –** State Rehabilitation Council - Bylaws	Motion to Approve
7	**PPGA –** State Rehabilitation Council – Member Appointment	Motion to Approve
8	**PPGA –** Indian Education Committee Appointments	Motion to Approve
9	**PPGA -** Boise State University – Alcohol Permit for 2014 Home Football Games – Stueckle Sky Center	Motion to Approve
10	**PPGA –** Boise State University – Alcohol Permit for 2014 Home Football Games – Caven Williams Complex	Motion to Approve
11	**PPGA –** Idaho State University – Alcohol Permit for 2014 Home Football Games	Information Item

TAB	DESCRIPTION	ACTION
12	**PPGA –** University of Idaho – Alcohol Permit for 2014 Home Football Games – Pre Game Events	Motion to Approve
13	**PPGA –** University of Idaho – Alcohol Permit for 2014 Home Football Games – Club Seating	Motion to Approve
14	**PPGA –** Alcohol Permits – Issued by University Presidents	Motion to Approve
15	**SDE –** Request for Waiver of 103% Student Transportation funding Cap	Motion to Approve
16	**SDE –** Transport Students Less Than One-And-One-Half Miles for the 2011-2012 School Year	Motion to Approve
17	**SDE –** Professional Standards Commission Appointments	Motion to Approve

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERISITY

SUBJECT

Revision to law enforcement contract with Boise City Police Department

REFERENCE

October 2004	Idaho State Board of Education approved contract with Boise City Police Department to provide law enforcement services
June 2008	Board approved renewal of contract with Boise City Police Department
June 2012	Board approved renewal of contract with Boise City Police Department through September 2016

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.1.a and V.I.3.a
Section 67-2332, Idaho Code
Section 67-5715 through 57-5718, Idaho Code

BACKGROUND/DISCUSSION

For the past ten years, Boise State University (BSU) has contracted with the Boise City Police Department (BPD) to provide law enforcement services on campus. In June 2012 the Board approved a one year agreement with three additional annual renewal options. The current year's renewal expires September 30, 2014

In June 2013, BPD informed the University that under the current contract, the actual cost for law enforcement services exceeded the contracted rate by $400,000 per year. The Boise City Council directed BPD to achieve full cost recovery on all contracted services, including the contract with the University. This resulted in a change in service level that is not favorable to the University's security operations.

The University entered into good-faith negotiations with the BPD in an effort to both resolve the financial issue and contract for new and increased services from BPD. As a result, the University agreed to pay an additional $175,000 during the current fiscal year and to add that amount through 2016. The University will also pay an additional $450 per month for dispatch overtime and parking permit costs. In return BPD will provide the University with a part-time investigator and take reasonable steps to backfill overtime shifts with University security officers.

Due to the unique nature of law enforcement services, it is important for the University to build a mutually beneficial relationship with its service provider. Therefore, provided that the contract costs remain competitive and the service exceptional, the University would like to continue its arrangement with BPD in lieu of seeking a new service provider and accept the annual cost increases as noted.

IMPACT

Pursuant to the negotiations, annual cost increases to the current contract total $425,000 ($175,000 per year) with the revised total annual contract costs as follows:

Year	Annual Cost
2013/2014	$1,111,303
2014/2015	$1,139,392
2015/2016	$1,168,324

ATTACHMENTS

Attachment 1 – Proposed Revised Contract Page 3
Attachment 2 – Redline of Revised Contract to Current Page13

STAFF COMMENTS AND RECOMMENDATIONS

In June of 2012 the Board approved a contract with a one year term beginning October 1, 2012 through September 30, 2013. The contract included an option to renew for three additional one-year periods for a maximum period of four years. BSU exercised the first option to renew, but BPD determined that costs exceeded the contract amount and the parties have mutually agreed to revise contract prices and services mid-year. BSU and BPD negotiated for several months which it is why the contract is just now coming to the Board for approval. If approved, the increase will be retroactive to October 1, 2013.

Staff recommends approval.

BOARD ACTION

I move to authorize Boise State University to enter into a revised law enforcement and security services annual contract with the Boise City Police Department with a retroactive effective date of October 1, 2013, in substantial conformance with the contract as presented in Attachment 1, and to authorize the vice president for finance and administration to execute the contract.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AGREEMENT NO _____

UNIVERSITY LAW ENFORCEMENT SERVICES AGREEMENT

This Agreement is entered into between the City of Boise ("City"), a political subdivision of the State of Idaho, and Boise State University ("University"), a state educational institution, on the date written below.

RECITALS

WHEREAS, City and the Boise Police Department ("BPD") wishes to provide supplemental law enforcement services at University; and

WHEREAS, University desires supplemental law enforcement services from BPD; and

WHEREAS, the parties to this Agreement wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Basic Services. BPD will provide supplemental law enforcement services upon the campus of University, and will perform the customary and usual duties of a law enforcement agency upon said campus, including but not limited to: the investigation and enforcement of state criminal and traffic laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate.

BPD will also provide officers in uniform at an extra rate of $50 per hour for University events and $60 for non-University events occurring at on-campus venues in fiscal year 2014 (October 1, 2013, through September 30, 2014). This extra rate will be charged for uniformed police security at special events as specifically requested by University. The rate will increase as follows: for fiscal year 2015: $55 and $63 per hour respectively; for fiscal year 2016: $60 and $66 per hour respectively.

2. Performance of Duties. BPD reserves the right to determine the deployment method for officers performing duties under this Agreement, and the manner in which the services contemplated by this Agreement shall be provided. It is understood however, that University desires both the interior and exterior areas of the University campus will be patrolled by foot, bicycle, and/or car.

3. Controlling Procedures. The procedures of BPD personnel will be governed by the Boise Police Policy Manual ("Manual"). Where University procedure conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

BPD encourages an open dialogue with University and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, University and BPD will maintain an appropriate flow of information to facilitate a resolution.

University designates the Executive Director of Campus Security and Police Services as its chief liaison for the purposes of such communication. The Executive Director of Campus Security and Police Services will be consulted regarding Boise Police Operating Procedures (SOPs) that mutually affect BPD and University.

4. Access to Information. All written requests from the University Executive Director of Campus Security and Police Services for information on BPD investigations arising from incidents occurring on University property and/or involving University students or employees will be subject to review under the Idaho Open Records Act, Title 9, Chapter 3, Idaho Code. In some instances, BPD will release otherwise protected information to University that would not be released to the general public in order to ensure University will be in compliance with both Clery Act and Title IX federal requirements. Any release of a BPD record for compliance with federal laws will remain solely BPD's record for any other purpose, including the Idaho Public Records Act. The BPD officers assigned to University are designated as "school officials" with a "legitimate educational interest." By allowing BPD officers to have appropriate access to a student's education records, BPD and University can work cooperatively to detect warning signs

and determine whether a particular student poses a risk to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (a.k.a. FERPA).

5. Clery Act Requirements. Pursuant to the Clery Act, each BPD officer is considered a "Campus Security Authority," meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and complete Clery Act training provided by University. BPD is the primary law enforcement agency to which University would refer crimes to be investigated and reported. As such, BPD will be required to provide annual Clery Act statistics for the Annual Security Report. BPD will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available per Clery Act requirements. Clery Act training and education for those that work on University campus will be determined by the University Clery Compliance Officer, in conjunction with the BPD Lieutenant.

6. Title IX Requirements. BPD will ensure that personnel who are regularly assigned to work on University campus are aware of their responsibilities under Title IX of the Education Amendments of 1972, the Violence Against Women Reauthorization Act of 2013, and the Campus SaVE Act of 2013, and ensure compliance under these federal acts. To assist in ensuring compliance with Title IX, BPD shall provide University police records of incidents that fall under the purview of Title IX involving students both on and off campus, when requested by University. The reports shall be delivered under a confidential seal, as these reports are to be used for Title IX requirements only and are not to be released to the general public or other departments within University, without approval from BPD in order to ensure that criminal cases may be appropriately investigated and prosecuted.

7. P.O.S.T. Training and Personnel. BPD will use P.O.S.T. certified officers in meeting its obligation under this Agreement. Six (6) officers will be assigned to University in addition to one (1) lieutenant and four and two-tenths (4.2) Police Records Specialists. BPD agrees to consult with University in the scheduling of personnel. Appropriate University Security

Department management will be consulted in the selection process of any BPD officer or dispatcher being considered for assignment at University. Apart from consultation, BPD retains its discretion to make officer assignments to University.

When a regularly-assigned University officer's absence creates a staffing need, BPD reserves the right to assign officers from different units to the University campus in lieu of paying overtime. However, BPD may give preferred assignment of overtime positions to regularly-assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete briefing training related to University BPD Unit operating procedures. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD.

8. BPD Commanding Officer (Lieutenant). Taking into consideration the operational needs of BPD, the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the exiting Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's Campus Assessment, Resource and Education (a.k.a. CARE) Team. As a member of the CARE Team, and within BPD budgetary constraints, the Lieutenant will attend appropriate training sessions and conferences to maintain a competency in the threat assessment process.

9. Law Enforcement Services Hours. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

10. Police Records Specialist Hours and Training. BPD will provide Police Records Specialist personnel at the BPD Campus Substation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For purposes of this Agreement, Police Records Specialists are not considered "sworn law enforcement personnel.

Individual shift scheduling of Police Records Specialists shall be at the discretion of BPD; provided, however, that the BPD Substation office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

Training for Police Records Specialists will be determined by the BPD Lieutenant, in consultation with the University Executive Director of Campus Security and Police Services. The Executive Director of Campus Security and Police Services will assign a liaison to the BPD Lieutenant and Police Records Specialists to ensure the needs of the University campus are met.

11. University Policies. University may from time to time adopt policies affecting the conduct of persons present on campus. To the extent that violation of University policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of policies to University.

12. Price. University, in consideration of the services provided under the terms of this Agreement, will pay the total sum of $1,111,303.00 to City, to be paid in monthly installments commencing November 1, 2013 (FY 14).

If the parties agree to extend this Agreement pursuant to Section 16, the prices shall be as follows: for the second year (FY 15): $1,139,392.00; and for the third year (FY 16): $1,168,324.00, paid in 12 monthly installments.

For the duration of this Agreement, University will also pay an additional $450 per month for dispatch overtime and parking permit costs.

13. Equipment. University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printer for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.

As part of the Agreement price, BPD agrees to provide computers and printer equipment for BPD law enforcement purposes. BPD also agrees to provide two (2) suitable patrol cars equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons,

and radio, and one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers.

The cost of those three (3) vehicles is incorporated into this Agreement. There will be no additional charges through the year 2016 for those vehicles. All equipment purchased through the BPD budget will be serviced by and is considered the property of BPD.

University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for BPD personnel will be managed consistent with University Parking and Transportation Department policy and practice.

14. Employment. BPD personnel acting pursuant to this Agreement are not the employees of University, but remain the employees of City.

15. Hold Harmless. City and BPD shall defend, indemnify, and hold University, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or tortious acts or omissions of City, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of University herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

University shall defend, indemnify, and hold City, its officers, agents, and employees harmless for injuries to persons or property resulting from the negligent or tortious acts or omissions of University, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, University itself could be liable under state and federal statutes, regulations, common law, and other law. University's indemnification and defense of City and BPD herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which University would be entitled if the claims were asserted against University.

City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement the following:

a. Commercial general liability insurance with limits not less than $500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;

b. Automobile liability, including property damage and bodily injury with combined limits of not less than $500,000.00; and

c. Worker's compensation insurance in amounts as required by statue, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.

16. Term. The term of this agreement shall be one year commencing on October 1, 2013, and ending on September 30, 2014. The agreement may be renewed by the written agreement of the parties for no more than two additional one year terms.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all prior agreements, oral or written, between the parties, on the subject matter hereof.

18. Cancellation. Either party may cancel this Agreement for nonperformance or poor performance on ninety (90) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination.

19. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY	BOISE POLICE DEPARTMENT
Stacy Pearson	Chief Michael Masterson

Vice President of Finance and Administration	Chief of Police
Boise State University	Boise City Police Department
1910 University Drive	333 N. Mark Stall Place
Boise, Idaho 83725	Boise, Idaho 83704
Phone: (208) 426.1200	Phone: (208) 570.6001

20. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.

21. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

22. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

23. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.

24. Amendment. No amendment, altercation, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

25. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

DATED this ____ day of _____, 2014.

BOISE CITY CHIEF OF POLICE

_____

Michael Masterson

BOISE STATE UNIVERSITY

_____

Stacy Pearson

BOISE CITY MAYOR

_____

David H. Bieter

ATTEST:

_____

Boise City Clerk

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AGREEMENT NO _____

UNIVERSITY LAW ENFORCEMENT SERVICES AGREEMENT

This Agreement is entered into between the City of Boise ("City"), a political subdivision of the State of Idaho, and Boise State University ("University"), a state educational institution, on the date written below.

RECITALS

WHEREAS, City and the Boise Police Department ("BPD") wishes to provide supplemental law enforcement services at University ; and

WHEREAS, University desires supplemental law enforcement services from BPD; and

WHEREAS, the parties to this Agreement wish to state more fully their rights and responsibilities regarding such supplemental law enforcement services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Basic Services. BPD will provide supplemental law enforcement services upon the campus of University, and will perform the customary and usual duties of a law enforcement agency upon said campus, including but not limited to: the investigation and ~~where possible, prevention of crimes against persons and property, identification and attest of violators~~ enforcement of state criminal and traffic laws, filing investigative and other required reports or documents, patrolling and maintaining building security, traffic control and enforcement (but not parking control), accident investigation and assistance to other law enforcement agencies as appropriate.

BPD will also provide officers in uniform at an extra rate of $~~37~~50 per hour for University events and $60 for non-University events occurring at on-campus venues in ~~contract~~fiscal year ~~2012/~~ 2014 (October 1, 2013~~-~~, through September 30, 2014). This extra rate will be charged for uniformed police security at special events as ~~desired~~specifically requested by University. The rate will increase as follows ~~2013/2014 - $40~~: for fiscal year 2015: $55 and

$63 per hour~~; 2014/2015 - $43~~ respectively; for fiscal year 2016: $60 and $66 per hour~~; and~~ respectively. ~~2015/2016 - $46 per hour.~~

2. Performance of Duties. BPD reserves the right to determine the deployment method for officers performing duties under this Agreement, and the manner in which the services contemplated by this Agreement shall be provided. It is understood however, that University desires both the interior and exterior areas of the University campus will be patrolled by foot, bicycle, and/or car.

3. Controlling Procedures. The procedures of BPD personnel will be governed by the Boise Police Policy Manual ("Manual"). Where University procedure conflicts with the procedures set forth in the Manual, the provisions of the Manual shall prevail.

BPD encourages an open dialogue with University and the exchange of certain information in areas regarding scheduling needs, public safety concerns, and matters of mutual interest; provided however, that no special relationship or duty is created or contemplated by this reference. In emergency situations or when there is an ongoing threat to the campus community or a member of the campus community, University and BPD will maintain an appropriate flow of information to facilitate a resolution.

University designates the Executive Director of Campus Security and Police Services as its chief liaison for the purposes of such communication. The Executive Director of Campus Security and Police Services will be consulted regarding Boise Police Operating Procedures (SOPs) that mutually affect BPD and University.

4. Access to Information. All written requests from the University Executive Director of Campus Security and Police Services for information on BPD investigations arising from incidents occurring on University property and/or involving University students or employees will be subject to ~~disclosure under the Idaho Open Records Act as set out by Idaho Code §9-335, et seq.~~review under the Idaho Open Records Act, Title 9, Chapter 3, Idaho Code. In some instances, BPD will release otherwise protected information to University that would not be released to the general public in order to ensure University will be in compliance with both Clery Act and Title IX federal requirements. Any release of a BPD record for compliance with federal laws will remain solely BPD's record for any other purpose, including the Idaho Public Records

Act. The BPD officers assigned to University are designated as "school officials" with a "legitimate educational interest." By allowing BPD officers to have appropriate access to a student's education records, BPD and University can work cooperatively to detect warning signs and determine whether a particular student poses a risk to him/herself and/or the campus community. To allow this communication to occur, both BPD and University must comply with the confidentiality requirements of the Family Educational Rights and Privacy Act (a.k.a. FERPA).

5. Clery Act Requirements. Pursuant to the Clery Act, each BPD officer is considered a "Campus Security Authority," meaning each has a responsibility for campus security and has a duty to follow Clery Act requirements, including but not limited to: maintaining the daily log, providing appropriate information for timely warnings or emergency notifications, completing the appropriate Clery Act paperwork when crimes are reported to them, and complete Clery Act training provided by University. BPD is the primary law enforcement agency ~~who~~to which University would refer crimes to be investigated and reported. As such, BPD will be required to provide annual Clery Act statistics for the Annual Security Report. BPD will have the primary responsibility to ensure the accuracy of the crime log, as well as ensuring it is available per Clery Act requirements. Clery Act training and education for those that work on University campus will be determined by the University Clery Compliance Officer, in conjunction with the BPD Lieutenant.

6. Title IX Requirements. BPD will ensure that personnel who are regularly assigned to work on University campus are aware of their responsibilities under Title IX of the Education Amendments of 1972, the Violence Against Women Reauthorization Act of 2013, and the Campus SaVE Act of 2013, and ensure compliance under these federal acts. To assist in ensuring compliance with Title IX, BPD shall provide ~~appropriate and timely information for the Daily Crime Log.~~University police records of incidents that fall under the purview of Title IX involving students both on and off campus, when requested by University. The reports shall be delivered under a confidential seal, as these reports are to be used for Title IX requirements only and are not to be released to the general public or other departments within University, without approval from BPD in order to ensure that criminal cases may be appropriately investigated and prosecuted.

7. P.O.S.T. Training and Personnel. BPD will use P.O.S.T. certified officers in meeting its obligation under this Agreement. Six (6) officers will be assigned to University in addition to one (1) lieutenant and four and two-tenths (4.2) Police Records Specialists. BPD agrees to consult with University in the scheduling of personnel~~ shall be by agreement of the parties hereto, and is subject to change due to circumstances.~~. Appropriate University Security Department management will be ~~included~~consulted in the selection process of any BPD officer or dispatcher being considered for assignment at University. Apart from consultation, BPD retains its discretion to make officer assignments to University.

When a regularly-assigned University officer's absence creates a staffing need, BPD reserves the right to assign officers from different units to the University campus in lieu of paying overtime. However, BPD may give preferred assignment of overtime positions to regularly-assigned University officers to ensure consistency of the operational philosophy of BPD and University. All non-University officers with a temporary work assignment at University will be required to complete briefing training related to University BPD Unit operating procedures. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD.

8. BPD Commanding Officer (Lieutenant). Taking into consideration the operational needs of BPD~~ (business needs may dictate a shorter or longer term),~~, the Lieutenant assigned to the University Unit will be considered for a rotational position every four years. ~~This~~Absent budgetary constraints, a newly assigned Lieutenant will be trained and transitioned into the University assignment by the exiting Lieutenant for a period no less than four weeks. The Lieutenant assigned to manage the University Unit will participate as a member of University's Campus Assessment, Resource and Education (a.k.a. CARE) Team. As a member of the CARE Team, and within BPD budgetary constraints, the Lieutenant will attend appropriate training sessions and conferences to maintain a competency in the threat assessment process.

~~8. Uniforms and Assignments. Those persons providing law enforcement services under the terms of this Agreement will wear the BPD uniform at all times when performing their duties hereunder, unless otherwise directed by BPD. BPD will maintain complete discretion to make officer assignments for University.~~

9. Law Enforcement Services Hours. BPD will provide the law enforcement services as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

10. Police Records Specialist Hours and Training. BPD will provide Police Records Specialist personnel at the BPD Campus Substation as specified herein on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For purposes of this Agreement, Police Records Specialists are not considered "sworn law enforcement personnel.

Individual shift scheduling of Police Records Specialists shall be at the discretion of BPD; provided, however, that the BPD Substation office hours shall be on a twenty-four (24) hour-a-day, seven (7) day-a-week basis.

Training for Police Records Specialists will be determined by the BPD Lieutenant, in consultation with the University Executive Director of Campus Security and Police Services. The Executive Director of Campus Security and Police Services will assign a liaison to the BPD Lieutenant and Police Records Specialists to ensure the needs of the University campus are met.

11. University Policies. University may from time to time adopt policies affecting the conduct of persons present on campus. To the extent that violation of University policies constitutes a violation of applicable law, including a breach of the peace, or a threat to public health or safety, BPD will take the appropriate law enforcement actions as BPD determines in its sole discretion to be proper under the circumstances. To the extent that violation of those policies does not constitute a violation of applicable law, BPD is not required to take any law enforcement action and may leave the enforcement of policies to University.

12. Price. University, in consideration of the services provided under the terms of this Agreement, will pay the total sum of ~~Nine Hundred Nine Thousand and Thirty Two dollars ($909,032)~~$1,111,303.00 to City, to be paid in ~~eleven (II) equal~~ monthly installments ~~consisting of Seventy Five Thousand Seven Hundred and Fifty Two Dollars ($75,752) and a twelfth installment consisting of Seventy Five Thousand Seven Hundred and Sixty Dollars ($75,760)~~ commencing November 1, ~~2012.~~2013 (FY 14).

If the parties agree to extend this Agreement pursuant to Section ~~6~~16, the prices shall be as follows: ~~Year 2 – $936,303; Year 3 – $964~~for the second year (FY 15): $1,139,392.00; and ~~Year 4 $993~~for the third year (FY 16): $1,168,324.00, paid in 12 monthly installments.

For the duration of this Agreement, University will also pay an additional $450 per month for dispatch overtime and parking permit costs.

13. Equipment. University shall provide office space, furniture, and equipment, including but not limited to: telephones, computers/monitors/printer for the BPD dispatch center, and a radio communication system deemed sufficient by BPD for the purposes of this Agreement.

As part of the Agreement price, BPD agrees to provide computers and printer equipment for BPD law enforcement purposes. BPD also agrees to provide two (2) suitable patrol cars equipped with appropriate law enforcement equipment, such as lights, sirens, approved weapons, and radio, and one (1) unmarked patrol vehicle, as well as any law enforcement equipment approved to be carried by the officers. ~~shotgun, and radio, and one unmarked patrol vehicle, as well as any law enforcement equipment carried by the officers.~~

The cost of those three (3) vehicles is incorporated into this Agreement. There will be no additional charges through the year 2016 for those vehicles. All equipment purchased through the BPD budget will be serviced by and is considered the property of BPD.

University will provide four (4) reserved parking stalls for BPD vehicles and substation employees. Curb parking for marked police vehicles will be located in front of the substation. Properly identified police vehicles may park anywhere on campus within legal zones and restrictions. Additional parking for BPD personnel will be managed consistent with University Parking and Transportation Department policy and practice.

14. Employment. BPD personnel acting pursuant to this Agreement are not the employees of University, but remain the employees of City.

15. Hold Harmless. ~~University agrees to hold harmless,~~City and BPD shall defend~~ and~~, indemnify~~ Boise City~~, and ~~BPD, or any of their~~hold University, its officers, agents~~ or~~, and employees ~~from and against all claims, losses, actions or judgments~~harmless for ~~damages or~~ injuries to ~~person~~persons or property ~~arising out of or in connection with any~~ resulting from

the negligent or tortious acts or omissions of ~~University, its officers, agents, or employees related to this agreement~~City, its officers, agents or employees in performing the duties described in this agreement. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of University herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

~~Boise City and BPD agree to hold harmless,~~University shall defend~~ and~~, indemnify ~~University~~, and hold City, its officers, agents, and employees ~~from and against all claims, losses, actions, or judgments~~harmless for ~~damages, or~~ injuries to persons or property ~~arising out of or in connection with any~~ resulting from the negligent or ~~tortuous~~tortious acts or omissions of ~~Boise City or BPD, their~~University, its officers, agents~~,~~ or employees ~~related to~~ in performing the duties described in this agreement.

~~Provided, however, that nothing contain herein shall extend the liability of either party beyond~~ Such indemnification and defense shall be limited to only those claims, and only to the extent that~~ provided by governing law.~~, University itself could be liable under state and federal statutes, regulations, common law, and other law. University's indemnification and defense of City and BPD herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which University would be entitled if the claims were asserted against University.

City will, at its sole cost and expense, procure and maintain throughout the term of this Agreement the following:

a. Commercial general liability insurance with limits not less than $500,000.00 as is required by the Idaho Tort Claims Act with combined property damage and bodily injury liability, including blanket contractual and personal injury liability;

b. Automobile liability, including property damage and bodily injury with combined limits of not less than $500,000.00; and

c. Worker's compensation insurance in amounts as required by statue, regardless of the number of employees, or lack thereof, to be engaged in the completion of this Agreement.

16. Term. The term of this agreement shall be one year commencing on October 1, ~~2012~~2013, and ending on September 30, ~~2013, but~~ 2014. The agreement may be renewed ~~on an annual basis up to September 30, 2016,~~by ~~mutual agreement in writing between the pa1lies on or before the anniversary of the effective date of this agreement or by the continued performance of the mutual covenants of this agreement and a~~ the written agreement ~~thereafter~~of the parties for no more than two additional one year terms.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and supersedes all ~~other~~prior agreements, oral or written, ~~are merged herein~~between the parties, on the subject matter hereof.

18. Cancellation~~ and Non-Appropriation Clause~~. Either party may cancel this Agreement for nonperformance or poor performance on ninety (90) days written notice. Any cancellation of this Agreement based on an allegation of poor performance must be in good faith and amounts due under this Agreement shall be calculated through the actual date of termination of this Agreement rather than the date of notice of termination. ~~Notwithstanding any other provision of this Contract, the parties shall not be obligated to continue performance hereunder if either the State of Idaho or the City of Boise fail to appropriate funds for this contract. The party whose funds were not appropriated for this agreement shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.~~

19. Notice. Notices required or contemplated under this Agreement shall be in writing and mailed or hand-delivered to the respective parties at the following addresses, or such other addresses as the parties hereto may, by notice, designate in writing to each other.

BOISE STATE UNIVERSITY	BOISE POLICE DEPARTMENT
Stacy Pearson	Chief Michael Masterson
Vice President of Finance and Administration	Chief of Police

Boise State University
1910 University Drive
Boise, Idaho 83725
Phone: (208) 426.1200

Boise City Police Department
333 N. Mark Stall Place
Boise, Idaho 83704
Phone: (208) 570.6001

20. No Waiver of Future Breach. The failure of a party hereto to insist upon strict performance or observation of this Agreement shall not be a waiver of any breach or of any terms or conditions of this Agreement by any other party.

21. Severability. In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

22. Attorney Fees. In the event of any litigation arising under or as a result of this Agreement or arising from all of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

23. Governing Law. This Agreement shall be governed and interpreted pursuant to the laws of the State of Idaho.

24. Amendment. No amendment, altercation, or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto.

25. Counterparts. The parties will execute five (5) counterparts of this Agreement and each such counterpart shall be deemed an "original" for all purposes.

DATED this ____ day of _____, 2014.

BOISE CITY CHIEF OF POLICE

_____

Michael Masterson

BOISE STATE UNIVERSITY

_____

Stacy Pearson

BOISE CITY MAYOR

_____

David H. Bieter

ATTEST:

_____

Boise City Clerk

UNIVERSITY OF IDAHO

SUBJECT

Lease of 698.17 acres of State of Idaho land for sheep grazing at the US Sheep Experiment Station.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2.e.

BACKGROUND/DISCUSSION

Since 1923 the University of Idaho (UI) has cooperated with the US Department of Agriculture at the US Sheep Experiment Station in Clark County. The sheep and range are used for research conducted by the University and the USDA Agricultural Research Service (ARS). In 2004 and 2009 the University renewed grazing leases on State of Idaho lands for five year terms. The most recent grazing lease term expires this year and UI's College of Agricultural and Life Sciences would like to renew for a twenty year term now available from the Idaho Department of Lands for this use.

IMPACT

The grazing fees are set by the Department of Lands and are set annually, but for the past several years have been about $1000/yr. In the past ARS has paid the annual grazing fees, but they are under no contractual obligation to do so.

ATTACHMENTS

Attachment 1–Proposed Lease Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve grazing lease with the Idaho Department of Lands in substantial conformance to the forms submitted to the Board in Attachment 1, and to authorize the University's Vice President for Finance and Administration to execute such documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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GRAZING LEASE
No. G800234
BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO

SUMMARY OF LEASE PROVISIONS:

Lessor:	STATE OF IDAHO By and through the State Board of Land Commissioners 300 North 6th Street, Suite 103 PO Box 83720 Boise ID 83720-0050
Lessee:	Board of Regents of the University of of Idaho 19 Office Loop Dubois ID 83423
Lease Term:	Commencement: January 1, 2015 Expiration: December 31, 2034
Rent:	The annual rent payment is due on MAY 1st of each year **GRAZING:** **Number of AUMs by Class for Billing** Sheep 152 Acres 698.17 Rent terms are more particularly described in *Section 2. Rental Rate and Modification of Rent* of the Lease Provisions.
Leased Premises Legal Description:	See Attachment B The Lessor, in consideration of the rental paid and the covenants, conditions and restrictions hereinafter set forth, in the Lease (including the Lease Provisions, Signature Page and all Attachments, including any Special Terms and Conditions), does hereby lease and demise unto the Lessee the lands (Leased Premises) described in Attachment B for the uses specified herein.
Primary Use of Leased Premises:	Grazing
Bond:	N/A
Liability Insurance:	N/A
Lease Index:	SUMMARY OF LEASE PROVISIONS LEASE PROVISIONS SIGNATURE PAGE ATTACHMENT A – SPECIAL TERMS AND CONDITIONS ATTACHMENT B – LEASED PREMISES LEGAL DESCRIPTION ATTACHMENT C – SITE MAP(S) ATTACHMENT D – REPORTS

LEASE PROVISIONS

1. Use of Premise.

A. Grazing Use. The Lessee is authorized to use the number of acres identified on this lease for grazing domestic livestock at the identified rate. The location and management of grazing livestock shall be designated in this written Lease. Said use shall be in accordance with this Lease, the Lessee's approved Summary of Lease Provisions, Lease Provisons, and all Attachments, including any Special Terms and Conditions attached hereto. No use of the leased land for grazing purposes shall occur prior to the final approval of the writtenLease by Lessor.

The grazing period, AUM's and the number of stock shall be determined by Lessor and may be adjusted from time to time after giving Lessee thirty (30) calendar days notice of any such modifications. Lessee shall furnish such information as may be required to assist Lessor in determining the grazing period and number of stock to be grazed.

2. Rental Rate and Modification of Rent.

A. Annual Rent Payment. Lessee agrees to pay to Lessor, in lawful money of the United States, each year's rent for every acre and/or AUM covered by this Lease, in an amount to be calculated pursuant to Lessor's most current formulas for each applicable use at the time the rental is calculated or recalculated. The rent shall be payable on or before the annual rental payment due date of each successive year. Lessee shall pay the annual rental to Lessor without abatement, offset, or deduction of any kind, unless otherwise authorized by the Lessor through a completed Lease Adjustment form provided by the Lessor. Lessor reserves the right to increase or decrease the annual rent. Lessee will be notified one hundred eighty (180) calendar days in advance of the due date of any increase in rental.

B. Late Payment Charge. In the event any rent due hereunder is not paid in full when due, Lessee shall pay, in addition to such rent, a late charge in the first calendar month of such delinquency the amount of Twenty-five Dollars ($25.00) or one percent (1%) of the unpaid rent, whichever is greater. For each subsequent calendar month of such delinquency, Lessee shall pay an additional late charge equal to one percent (1%) of the then unpaid delinquency. The parties acknowledge and agree that the late charge described herein is a reasonable attempt to estimate and to compensate Lessor for higher administration costs associated with administering such late payments and is not intended as a penalty. By assessing this late charge, Lessor does not waive any right to declare a breach and to pursue any right or remedy available to Lessor by reason of such breach, after expiration of any applicable notice or cure period.

C. Lien. The amount of the rent, late charge, and interest shall constitute a lien in favor of the State of Idaho against all of Lessee's improvements and other property on the Leased Premises, including, but not limited to, crops and livestock.

3. Lease Provisions and Special Terms and Conditions.

A. Lease Provisions and Special Terms and Conditions. Prior to issuance of this Lease, Lessee and Lessor must agree to written Lease Provisions and any Special Terms and Conditions. The content of the Lease Provisions and any Special Terms and Conditions shall address all activities that may take place under this Lease and include, but not be limited to, farming, the construction of improvements, the vegetation, noxious weed control and other factors identified by Lessor as necessary for inclusion in the Lease Provisions and any Special Terms and Conditions based on the specific characteristics of the Leased Premises and/or of Lessee's use of the Leased Premises.

B. Modification of Lease Provisions and Special Terms and Conditions. Lessor may review and modify any Lease Provisions or any Special Terms and Conditions upon changes in conditions, laws, or regulations, provided that Lessor shall give Lessee thirty (30) calendar days notice of any such modifications prior to the effective date thereof. Prior to Lessee instituting any changes, Lessee must submit, in writing, the proposed changes to Lessor for approval. No changes shall occur prior to Lessor's written approval of the amended Lease Provisions and any Special Terms and Conditions. Modifications mutually agreeable to both Lessor and Lessee may be made at any time.

C. Compliance Required. Lessee shall abide by all Lease Provisions and any Special Terms and Conditions. If Lessee fails to abide by all Lease Provisions and any Special Terms and Conditions, Lessee will be deemed in breach of this Lease and the Lease will be subject to cancellation in accordance with *Section 17. Lessee's Default,* of these Lease Provisions.

D. Reimbursement for Non-Standard Administrative Costs. The Lessee shall reimburse the Lessor for administrative costs incurred to address issues of compliance. Lessor's request for payment to Lessee will include a detailed description of the work completed and actual expense incurred.

E. See Attachment A of this Lease for any Special Terms and Conditions in effect as of the date of execution of this Lease.

4. Subleasing or Assignment.

A. Written Approval Required. Lessee shall not sublease or authorize another person to use any part of Lessee's interest under this Lease, or assign this Lease, without the prior written consent of Lessor to be evidenced by Lessor's execution of consent forms provided by Lessor for that purpose. Any request for approval of a sublease or assignment must be in writing, complying with the statutes or rules governing subleasing, and accompanied by a copy of the proposed sublease agreement and the appropriate processing fee. Lessor may withhold consent for any reason. Any attempt by Lessee to sublease Lessee's interest in the Leased Premises or any part of the Leased Premises or to assign this Lease, shall be void unless Lessor has given such prior written consent. No request for Lessor's approval of any assignment or sublease will be considered unless all rent due has been paid in full, and Lessee is in good standing under the terms of the Lease. No sublease will act as a release of Lessee's obligations hereunder unless Lessor executes a separate written release of Lessee. Lessor has no obligation to so release Lessee, and Lessor can withhold such release at Lessor's sole discretion. Any sublease or assignment will be subject to, but not limited to, to the existing Lease Provisions and any Special Terms and Conditions. The sublease cannot go beyond the Lease expiration date.

B. Additional Rental Due. In the event the Leased Premises is subleased in accordance with all terms and conditions of *Section 4. Subleasing or Assignment* of these Lease Provisions, for an amount greater than the base rental, Lessee shall in addition to Lessee's annual base rental pay to Lessor an amount equal to one-half (1/2) the difference between Lessee's base rental rate herein established, and the rental rate paid by Sublessee.

C. Improvements. Upon approved sublease or assignment, ownership of any existing Lessee-owned improvements under this Lease must be separately negotiated between Lessee and such Sublessee or Assignee.

D. Copies to be Filed. Copies of all assignments, subleases, pasturage or any other agreement of any kind or nature involving the use of the Leased Premises by another person shall be timely filed with Lessor.

5. Leasehold Mortgage.

Lessee shall not mortgage, pledge or otherwise dispose of Lessee's interest in the Lease, or any portion thereof, without prior written consent of Lessor. Lessee shall use mortgage or deed of trust forms provided by Lessor, and shall submit completed forms and appropriate fee to Lessor for review and approval. The term of a mortgage agreement shall not exceed the Lease term. Lessor may accept or reject a leasehold mortgage at its discretion.

6. Environmental, Safety and Sanitary Requirements.

A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including, but not limited to, petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material on the Leased Premises except the customary use associated with weed and pest control, machinery, equipment and vehicles. Lessee shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding any hazardous waste, substances, or materials which Lessee may have caused to be introduced on the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule or ordinance and Lessee shall immediately, upon the introduction

of any hazardous waste, substances or materials onto the Leased Premises, contact the Idaho Department of Environmental Quality (DEQ) and enter into a consent order for remediation with DEQ, provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ, unless Lessee is so authorized in writing by Lessor. In event of introduction of any hazardous waste, substances or materials, Lessor may also require Lessee to enter into consent orders or other agreements with any other relevant agency. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous materials including, without limiting the generality of the foregoing, attorney fees and costs of defense or of enforcement of Lessor's rights hereunder. The amount of any costs incurred by Lessor due to Lessee's violation of this provision shall constitute a lien in favor of the State of Idaho against all of the Lessee's improvements and other property on the Leased Premises including, but not limited to, crops.

B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances for fire protection and prevention. Lessee agrees to keep the Leased Premises free from fire hazards as determined by Lessor. Lessee is prohibited from burning garbage or household trash and any burning on the land, including the burning of wood, weeds or other debris, but excepting campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with applicable federal, state or local law, regulation, rule or ordinance.

C. Sanitary Requirements. Concerning activities authorized under this Lease, Lessee shall at all times keep the Leased Premises in a clean and sanitary condition, free of trash, garbage and litter so the Leased Premises is maintained in the same or better condition as when this Lease was issued. Lessee shall not dispose of sewage except in conformity with applicable federal, state, and local law, rules and regulations pertinent to Lessee's use and shall dispose of sewage on the Leased Premises only if specifically authorized by Lessor. The Lessee shall not store trash on the Leased Premises nor transport trash, garbage, litter or debris onto the Leased Premises. Lessee shall dispose of all trash, garbage and carcasses in conformity with all legal requirements. Lessee is responsible for all costs associated with sewage, garbage and litter disposal.

7. <u>No Warranty of Suitability - Quiet Enjoyment - Public Use</u>.

A. No Warranty. Lessee acknowledges that neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the Leased Premises or concerning the suitability of the Leased Premises for the uses intended by Lessee. Lessee acknowledges that it has accepted the Leased Premises in an AS IS CONDITION, accepting any and all known or unknown faults therein.

B. Quiet Enjoyment. Lessor agrees that Lessee, upon payment of the rent and performing the terms of this Lease, may quietly have, hold and enjoy the Leased Premises, for the purposes and uses allowed hereunder, during the term hereof. Lessee acknowledges that the Lease is non-exclusive, and Lessor retains the right to use of the Leased Premises, or to grant rights to others for use of the Leased Premises, to the extent any such use does not materially interefere with Lessee's purpose and uses allowed hereunder, unless otherwise provided for in this Lease.

C. Public Use. Lessee must allow the general public the right to use the Leased Premises for any lawful use available to the public for lands owned by the State of Idaho. However, nothing in this Lease authorizes or purports to authorize trespass on private lands to reach state-owned lands, inlcuding the Leased Premises. Public use of State lands shall not be restricted without prior written approval of Lessor. This Lease is not an exclusive control lease as described under Idaho Code § 36-1603(b).

8. <u>Water Right and Water Use</u>.

A. Water Use on the Leased Premises. Lessee shall be entitled to use the water on the Leased Premises, if any, during the term of this Lease, but only for the use allowed in this Lease and only in conformance with Idaho water law.

B. Future Water Rights and Water Use Generally. The establishment of any new water rights during the term of this Lease shall be by and for Lessor and no claim thereto shall be made by Lessee. Such water rights shall attach to and become appurtenant to the Leased Premises, and the Lessor shall be the owner thereof. The use of any water rights by the Lessee shall be in conformance with Idaho water law. Lessee must

receive the prior written consent of Lessor or its authorized agent, and the prior written consent of any department or agency of the State of Idaho having jurisdiction to regulate water rights or water use in and for the State of Idaho for any of the following:

i. To drill and use a water well,
ii. To develop and use any source of water,
iii. To cause any water to be conveyed off the Leased Premises,
iv. To bring water onto the Leased Premises.

C. Water Systems. If water is supplied to the Leased Premise by a water system operated by the State of Idaho, the use of such system and the supply of water provided thereby may be curtailed or terminated upon thirty (30) calendar days written notice of Lessee from Lessor or its authorized agent. Neither Lessor nor its agents and employees nor any entity of the State of Idaho shall be liable in any manner for damage or inconvenience to the Lessee by reason of failure or, damage to, or termination or curtailment of the operation of any water system or source supplying water to the Leased Premises.

D. Improvements in Aid of Water Use. Improvements (pre-existing or future) made in aid of any and all water use on, or diversion from, the Leased Premises are subject to the permit requirements of this Lease.

E. No Right of Access to Water Rights Upon Expiration or Termination of Lease. Upon Expiration or Termination of this Lease, the Lessee shall have no right to access any point of diversion or any place of use of any water right on the Leased Premises without the prior written consent of the Lessor.

9. <u>Noxious Weeds</u>.

A. The Lessee shall cooperate with Lessor or any other agency authorized to undertake programs for control or eradication of noxious weeds. Lessee shall take measures to control noxious weeds on the Leased Premises in accordance with Title 22, Chapter 24, Idaho Code, except those resulting from activities beyond the Lessee's control. Costs for control of noxious weeds on the Leased Premises shall be the responsibility of the Lessee, unless otherwise provided for in the Special Terms and Conditions included in Attachment A.

B. The Lessee shall ensure that prior to moving onto the Leased Premises that all equipment is free of noxious weeds and their seeds as defined by the Idaho Department of Agriculture and local Coordinated Weed Management Area. Cleaning of contaminated equipment and vehicles shall not take place on any state endowment land, including the Leased Premises.

C. All straw and forage used for livestock feed, with the exception of that grown on the Leased Premises or on Lessee's immediately adjacent land, must be certified in accordance with the Idaho Department of Agriculture Forage and Straw Certification Rules (IDAPA 02.06.31) and must be certified as Idaho State Noxious Weed Free.

10. <u>Construction of Improvements</u>.

A. Permit Required. Lessee shall not construct or reconstruct, initiate or place improvements or structures of any character (herein referred to as "improvements") on or to the Leased Premises without the prior expressed, and written permission of Lessor. Said permission shall be in the form of a permit issued by Lessor, and shall be required for any improvement or structure on the Leased Premises including, but not limited to, range improvements, buildings or other structures, water developments, fences, vegetation treatment, or the clearing of land. Lessee shall submit project plans to the Lessor. If the project plans are approved and permitted in writing by Lessor, then Lessee shall construct and implement the improvements in full compliance with the approved plans, the permit and all applicable building codes, rules and laws. Permitted improvements shall be the property of Lessee, unless otherwise provided in the permit or this Lease. Failure to obtain a written permit prior to construction and implementation of any improvement will be considered a trespass violation and may result in cancellation of the Lease or cause the Lessor to initiate proceedings to recover damages as provided for in IDAPA 20.03.14. Any improvement associated with the uses authorized in this Lease and placed on endowment land prior to January 1, 1970 is considered grandfathered and properly authorized even though there may be no documentation of authorization.

B. Condition of Improvements. At all times during the term of this Lease, Lessee shall keep all improvements in good repair and functional condition to the satisfaction of Lessor. Any and all fences shall be neat, stock-proof, lawful fences and gates.

C. Maintenance of Improvements. Lessee may be required to remove or reconstruct improvements in poor or non-servicable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until amended by the parties involved. If maintenance is not being accomplished, Lessor shall provide a letter to Lessee informing Lessee of the violation of the Lease. If work is not begun within thirty (30) calendar days and completed in a timeframe specified by the Lessor, Lessor may contract repairs and bill Lessee for actual costs incurred.

D. Removing Improvements. Lessee shall not remove, relocate or otherwise alter any improvements without prior written permission from Lessor.

E. Cost of Improvements. Any permitted improvement constructed by or at the request of Lessee, shall be constructed at Lessee's own expense, unless Lessor and Lessee shall have entered into a prior written cost sharing agreement for construction of such improvement.

F. Permitted Improvements At Lease Expiration/Termination. Upon expiration or termination of this Lease for any reason, other than a default by Lessee, and in the event Lessor leases the Leased Premises to a new lessee, Lessor shall require the new lessee to pay Lessee the then existing value of the permitted improvements in accordance with the then existing statutes and rules. Said value shall be determined through a valuation conducted by Lessor or by Lessee's documented cost of construction if the improvement was authorized after July 1, 2009. Improvement payments shall be first applied towards any rent or other monies due to Lessor before being disbursed to Lessee. Lessor does not hereby agree or become obligated to pay any such value to Lessee, such obligation shall be solely on the subsequent lessee, if any. Any improvement which Lessee is entitled or required to remove upon expiration of the Lease must be removed within six (6) months of the expiration of the Lease, otherwise it is deemed abandoned and title to such abandoned improvement shall vest in the State of Idaho. Provided, however, Lessor may authorize, in writing, prior to the expiration of the six (6) month time period, additional time for removal of improvement(s) by Lessee. Failure of Lessee to remove any such improvement within the extended time period established by Lessor shall constitute an abandonment of Lessee's rights to such improvement.

G. Improvements Not Approved. At any time during the term of the Lease, or upon expiration or termination of this Lease for any reason, Lessor may require, at Lessor's sole discretion, that Lessee remove any improvement placed on the Leased Premises without a prior permit from Lessor. The full cost of such removal, including the restoration of the Leased Premises, shall be solely Lessee's. In the event Lessor does not elect to require such removal, Lessee's failure to secure such permit shall constitute forfeiture. Title to any improvement placed on the Leased Premises without a permit from Lessor shall, at Lessor's option, immediately vest in Lessor without waiver of Lessor's right to require removal of the same by Lessee.

H. Lessor's Removal of Improvement. Lessor may, at its discretion, remove or have removed the abandoned or non-permitted improvement and Lessee shall be responsible for the full cost of removal and restoration of the Leased Premises. Nothing in this section of the Lease shall relieve Lessee from the obligation to remove any improvment as required by Lessor under other terms within this Lease or the permit authorizing the improvement.

11. <u>No Liens</u>.

Lessee will not permit or suffer any liens of any kind or nature to be effected on or enforced against the Leased Premises, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Leased Premises at Lessee's instance or request. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Leased Premises pursuant to this Lease and for any and all persons who perform labor on the land.

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12. <u>Sale, Exchange or Change in Use of Leased Premises</u>.

A. Sale. Lessor may sell all or any portion of the Leased Premises during the term of this Lease. Lessor will notify Lessee that the Leased Premises are being considered for sale at the time the proposed sale is scheduled for submission to the Land Board for approval. Lessee will be notified of a scheduled sale at least thirty (30) calendar days prior to sale date. Lessee shall deliver immediate possession of the land sold unto Lessor, or to the person or party as may be specified in writing by Lessor or Lessor's designee, unless the land remains subject to the Lease, or unless Lessee is to be permitted to harvest a growing crop before surrendering possession. When creditable improvements are present, and Lessee delivers possession of the land, Lessor shall value them in accordance with Idaho Code § 58-313, or the then existing applicable statute or rule, and Lessee shall be paid for the improvements by the purchaser on the day of sale. Lessee shall have the rights provided by *Section 10. Construction of Improvements, F. Permitted Improvements At Lease Expiration/Termination* of these Lease Provisions. and the then existing statutes or rules with respect to compensation for permitted improvements placed upon the Leased Premises by Lessee.

B. Consent To Land Exchange. Lessee acknowledges that the Leased Premises, or any portion thereof, may be the subject of a future land exchange by Lessor, and Lessee hereby consents to the inclusion of any such land, or portion thereof, in any land exchange deemed necessary or appropriate by Lessor. This consent is given in compliance with Idaho Code § 58-138. In the event Lessor chooses to include the Leased Premises, or any portion thereof, in any proposed land exchange in the future, Lessor shall provide Lessee with at least thirty (30) days written notice from the Director of the Department of Lands. Upon the consummation of the proposed land exchange, that portion of lands included within the exchange shall be deleted from this Lease, and Lessee's lease payment obligation for the ensuing year shall be reduced proportionately. Lessee shall be entitled to continue to use the lands included within any such exchange for the balance of the year in which the exchange occurs unless otherwise notified in writing by Lessor, in which event the lease payment for such year shall be prorated.

C. Change in Use. The Lease may be cancelled in whole or in part upon one hundred eighty (180) calendar days written notice by Lessor if the use of the Leased Premises is to be changed to any other use that is incompatible with the use authorized by this Lease, as designated by Lessor. In the event of early cancellation due to change in land use, Lessee will be entitled to a prorata refund of the premium bid for a conflicted lease.

13. <u>Relationship of the Parties</u>.

Lessee is not an officer, employee or agent of Lessor. In no event shall any official, officer, employee or agent of Lessor or of the State of Idaho be in any way personally liable or responsible for any covenant or obligation contained in this Lease, express or implied, nor for any statement, representation or warranty made in connection herewith.

14. <u>Reservations by Lessor</u>.

Lessor expressly reserves and excepts the following rights:

A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any purpose, including, but not limited to, the purpose of inspecting the Leased Premises.

B. All rights not expressly granted to Lessee under this Lease, including, but not limited to, all rights to timber, oil and gas, geothermal rights, mineral rights, easements and rights-of-way, water, and fee title to the Leased Premises, and title to all appurtenances and improvements placed thereon by Lessor.

C. To grant easements and rights-of-way over and across the Leased Premises. Lessor shall coordinate with Lessee before processing any easement applications on the Leased Premises. The grantee of such easement shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the easement. Said value shall be determined by Lessor's valuation.

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D. To issue other leases on the Leased Premises. Such other leases may be for any purpose deemed appropriate by Lessor, including, but not limited to, the exploration and development of oil, gas, geothermal and mineral resources as provided by Title 47, Idaho Code. In the event any such other lease is granted by Lessor, the other lessee shall, before exercising the same, pay Lessee the reasonable value of any permitted improvements and any growing and immature crops, if crops or improvements are impacted by the other lease. Said value shall be determined by Lessor's valuation. If the other lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use.

E. To require that changes be made in the use under this Lease, and/or to the improvements on the Leased Premises, including, but not limited to, the sanitation or other facilities for the protection of public health, safety, preservation of property or water quality.

F. To reserve as Lessor's sole property any and all water appurtent to Lessor's land or from any source arising thereon and to hold water rights for any beneficial use that may be developed as a result of this Lease, and as further provided in *Section 8. Water Right and Water Use* of these Lease Provisions.

G. Rights of ingress, egress, and access, over and across the Leased Premises for Lessor and its lessees, permittees, contractors, and assigns on existing roads, or on suitable alternative roads provided by Lessee.

H. To change the use of the Leased Premises, in whole or in part, for other uses that will better achieve the objective of Lessor. Upon a change in use this Lease may, at Lessor's discretion, be terminated in whole or as to the affected part. In the event of any such termination due to a change in use, the provisions of *Section 10. Construction of Improvements* of these Lease Provisions, relating to compensation for permitted improvements shall apply.

I. To sell timber on the Leased Premises or otherwise conduct forest management activities, Lessor reserves the right to restrict or prohibit grazing use on all or portions of the Leased Premises for timber management purposes. Lessee will be given not less than one hundred eighty (180) calendar days written notice of any such restrictions or termination of grazing use, together with a map of the restricted area.

J. To restrict or prohibit grazing on all or any portion thereof of the Leased Premises in response to emergency conditions such as, but not limited to, fires, flooding and drought.

K. To sell all or any portion of the Leased Premises at any time during the term of this Lease, and as further provided in *Section 12. Sale, Exchange or Change-in-Use of Leased Premises* of these Lease Provisions.

L. To harvest seed from plants on land not under a farming lease. Lessor will coordinate the harvesting activities with Lessee to minimize impacts on farming operations.

M. To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with Lessee prior to action by Lessor.

N. To claim all permanent improvements placed upon the Leased Premises remaining after six (6) months in cases of abandonment by Lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the Lease. No improvements will be disposed of by Lessor until all appeals have been exhausted.

15. <u>Indemnification</u>.

A.Liability Coverage. The Lessor and Lessee understand that each is covered with respect to third party tort liability by the State of Idaho, Department of Administration, Risk Management Program ("Risk Management"), utilizing the retained Risk Account. This is a plan of liability coverage provided by and subject to provisions of the Idaho Tort Claims Act, and the Department of Administration, Risk Management statutes. So long as the Lessee hereunder remains insured through Risk Management, Lessee shall be exempt from the insurance requirements set forth in this Lease; provided, however, losses under this Lease attributable to Lessee shall apply to Lessee's loss history. Lessor and Lessee agree to accept that coverage as adequate insurance of the other party with respect to personal injury and property damage.

B. Third Party Liability. The Lessor and Lessee agree that any third party tort liability claim, suit or loss resulting from or arising out of the parties' performance of any activities under this Lease shall be allocated to one or both parties by Risk Management for purposes of loss experience and subsequent allocation of agency premium assessments. Lessor or Lessee of this Lease shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease. Lessee shall notify Lessor immediately in the event that Risk Management no longer provides coverage. The Lease shall terminate immediately in such circumstances.

C. Agency Property Damage. Lessor and Lessee shall be responsible to the other for damage to property of the other caused by such party in the performance of this Lease or any related task order. If the damaged property (including vehicles) is covered by property or auto coverage through Risk Management, then Risk Management shall charge the damage or loss to the responsible party, and the responsible party shall be responsible for the deductible, if any. In the event of damage to either party's property in the performance of this Lease for which it is unclear which party was at fault or caused such damage, then each party shall be responsible for their own property. Lessor or Lessee shall notify Risk Management and the other party in the event it receives notice or knowledge of any claim(s) arising out of the performance of, or activities under, this Lease.

16. <u>Payment of Taxes, Assessments or Fees – Lien</u>.

Unless otherwise provided, Lessee shall pay all water charges, fees, assessments or taxes of whatsoever nature that may be legally levied or assessed against the Leased Premises herein described, or any portion thereof or on any improvements thereto. If the same is not paid, it shall constitute a lien in favor of the State of Idaho against all improvements, or crops growing on the Leased Premises.

17. <u>Lessee's Default</u>.

A. Lessee's Failure to Comply. Lessee's failure to comply with the Lease Provisions and any Special Terms and Conditions shall be a breach giving rise to a basis for termination of the Lease. Lessor shall provide Lessee thirty (30) calendar days written notice of the cancellation and, if applicable, the corrective action required of Lessee. The notice shall specify a reasonable time to make a correction or cure the violation or breach, if such breach is subject to correction or cure. If the corrective action or cure is not taken within the specified time or does not occur, then the Lease shall be automatically terminated on the date specified in the written cancellation notice without any further notice or demand, unless otherwise agreed by Lessor in writing. Lessee shall not, while in default, remove any of the improvements, or crops thereon, whether crops are harvested or not unless directed by Lessor. In addition to the rights and remedies specifically granted to Lessor under this Lease, Lessor shall have such other rights and remedies against Lessee as are available at law or in equity, and Lessor's pursuit of any particular remedy for breach shall not, in and of itself, constitute a waiver or relinquishment of any other compatible claim of Lessor against Lessee.

B. Lessor's Performance Upon Lessee Default. In the event Lessee fails to perform any act or do anything which Lessee is required to do under the terms of this Lease, Lessor shall have the right, but not the obligation, to perform on behalf of Lessee, any such action. Lessee shall immediately reimburse Lessor for all costs and expenses, including attorney fees, (including fees from the Office of the Attorney General of the State of Idaho), incurred by Lessor in performing any such act or thing. Lessee's obligation to pay costs hereunder shall be deemed to be additional rent fully due and payable on demand from Lessor.

18. <u>Surrender of Land</u>.

Lessee shall, at the termination or expiration of this Lease, deliver immediate possession and vacate the Leased Premises, leaving it in the same or better condition than it was in at the time of Lessee's entry on such premises under this agreement, except for reasonable use and wear, acts of God, or damage by causes beyond the control of Lessee, and upon vacating shall leave the demised land free and clear of all rubbish and debris, and with all improvements in good order and condition.

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19. Cancellation By Mutual Agreement.

Leases may be cancelled by mutual agreement between the Lessor and the Lessee. The Lessor will not unreasonably withhold approval of a request for cancellation by a Lessee.

20. Notices.

A. Notices. Any notice or any demand given under the terms of this Lease shall be deemed given and delivered on the date when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party.

B. Addresses. Until changed by notice in writing, notice, demands, and communications under this Lease shall be addressed to Lessor at:

Idaho State Board of Land Commissioners
300 North 6th Street, Suite 103
PO Box 83720
Boise, Idaho 83720 0050

and to Lessee at the address set forth at the beginning of this Lease. Any notice or correspondence mailed to Lessee at the last identified address shall be deemed effective delivery. It is Lessee's duty to notify Lessor, in writing, of any change in mailing address.

21. Waiver.

The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any past, present or future breach of the same or any other term, covenant or condition of this Lease. The acceptance of rent by Lessor hereunder shall not be construed to be a waiver of any violation of the term(s) of this Lease. No payment by the Lessee of a lesser amount than shall be due according to the terms of this Lease shall be deemed or construed to be other than a part payment on account of the most recent rent due, nor shall any endorsement or statement of any check or letter accompanying any payment be deemed to create an accord and satisfaction.

22. Attorneys' Fees and Costs.

In the event Lessor initiates a legal proceeding of any kind instituted under this Lease or to obtain performance of any kind under this Lease, and Lessor prevails, Lessor shall be awarded such additional sums as the court may adjudge for reasonable attorney's fees (including fees from the Office of the Attorney General of the State of Idaho) and to pay all costs and disbursements incurred in such proceeding, including, but not limited to, accountants' fees and fees of appraisers or other experts.

23. Lessee's Compliance with Applicable Laws and Rules.

A. Full compliance. Lessee shall fully comply with all applicable federal, state, or local statutes, ordinances, rules, regulations and laws now existing or hereafter enacted. This shall include, but not be limited to, all applicable rules and regulations and standards promulgated by the State Board of Land Commissioners or the Idaho Department of Lands, including but not limited to, the rules governing leasing of endowment lands, IDAPA 20.03.14.

B. No Waste or Nuisance. Lessee shall not use the Leased Premises in any manner that would constitute loss or waste, nor shall Lessee allow the same to be committed thereon. Lessee shall not do anything which will create a nuisance or a danger to persons or property.

24. Miscellaneous.

A. No Trespass. Lessee shall not allow Lessee's livestock to graze or run at large over any lands of Lessor in a manner not approved within the Lease Terms and Special Provisions, nor shall Lessee authorize any other person to graze or run livestock over Lessor's lands without the express written consent of Lessor.

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B. Appraisals and Valuations. Any appraisal or valuation by Lessor called for in this Lease shall be done by Lessor in accordance with applicable state law and regulations, and the then existing policy of Lessor.

C. Subject to Existing Leases/Easements. This Lease is expressly subject to any right-of-way, easement, lease or contract, including, but not limited to, any present or future timber sale contract, that are now in force and effect or that may hereafter be granted relating to the Leased Premises.

D. Timber. This Lease does not authorize Lessee to cut any timber growing on the Leased Premises. Any unauthorized use of such timber by the Lessee or with his knowledge or consent, shall work a forfeiture of this Lease without notice, and said Lessee shall be responsible for damages in the amount of treble the value of the timber used or taken and all other damages. Said timber value to be determined by Lessor.

E. Modification. This Lease may be modified only by a fully executed Lease Adjustment on a form provided by Lessor.

F. Binding on Heirs and Successors. This Lease, including the Lease Provisions and any Special Terms and Conditions, shall inure to the benefit and be binding upon the heirs, executors, successors, sublessees, and assigns of the parties.

G. Lessee's Non-Discrimination. Lessee shall not discriminate against any person because of race, creed, religion, color, sex, national origin or disability.

H. Entire Agreement. This Lease, including the Summary of Lease Provisions, the Lease Provisions, the Signature Page and all Attachments attached hereto, contains the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior agreements. The execution of this Lease has not been induced by either party, or any agent of either party, by representations, promises or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements or undertakings whatsoever between the respective parties concerning this Lease except those which are expressly contained herein.

I. Governing Law and Forum. This Lease shall be construed in accordance with and governed by the laws of the State of Idaho and the parties consent to the jurisdiction of Idaho State courts located in Ada County in the event of any dispute with respect to this Lease.

J. Severability. In the event any provision of this Lease shall be held invalid or unenforceable according to law, for any reason whatsoever, then the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

K. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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This Lease, including the Summary of Lease Provisions, Lease Provisions, Signature Page, and all Attachments, is made and entered into by and between the State of Idaho, acting by and through the State Board of Land Commissioners and **Board of Regents of the University of Idaho**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

LESSEE SIGNATURES

x_____ x_____
(Lessee/Company) (Lessee/Company)

x_____ x_____
(Lessee/Company) (Lessee/Company)

STATE OF _____)
:s (SEAL)
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me _____, a Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____
Commission expires: _____

LESSOR SIGNATURES

COUNTERSIGNED: STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

_____ _____
Secretary of the State of Idaho President of the State Board of Land Commissioners and Governor of the State of Idaho

_____
Director Department of Lands

STATE OF IDAHO)
:s (SEAL)
COUNTY OF ADA)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared C. L. "Butch" Otter, known to me to be the president of the State Board of Land Commissioners of the State of Idaho and the Governor of the State of Idaho; and Ben Ysursa, known to me to be the Secretary of the State of Idaho and Thomas M. Schultz, Jr., known to me to be the Director, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public: _____
Commission expires: _____

Attachment A
SPECIAL TERMS AND CONDITIONS

Grazing Lease G800234
Lease Provisions for Board of Regents of the University of Idaho

Class of Stock / Season of Use:
The Lessee is authorized to remove 152 AUMs of forage annually from the Leased Premises by grazing 800 - 1,000 ewe/lamb pairs. In the West Allotment, the lessee will graze 800 to 1000 ewes with lambs for 7 to 10 days in June annually and return with 1000 to 1200 ewes for 14 to 21 days in September or October. Use in the East Allotment will involve a like number of animals for 7 to 10 days in July and return for 10 to 12 days in the fall. On and off dates are subject to change based on range readiness and forage availability or as agreed to by Lessee and Lessor. Authorized use will not exceed 152 AUMs annually, unless otherwise approved by the Lessor.

Livestock Management/Rotation Strategy:
The Lessee utilizes the state lands included in this lease in conjunction with approximately 27,000 acres of adjacent USDA, Agricultural Research Service, United States Sheep Experiment Station (USSES) lands in the west portion of the ranch plus an additional +/-1,260 acres of USSES administered lands in the east portion of the ranch. State lands included in this lease total approximately 698 acres. The West Allotment consists of 75 pastures and the East Allotment consists of 5 pastures. These lands are utilized for research purposes in conjunction with the USSES.
The Lessee will utilize herd effect management, where possible, to reduce sagebrush canopy. The Lessee has established photo point monitoring sites in both the West and East Allotments, and copies of the photos will be forwarded to IDL upon request.

Salt and Minerals:
The Lessee will place all salt and mineral supplements a minimum of ¼ mile from any water location or riparian area. Salt and mineral supplements will be placed throughout the allotment to increase livestock dispersal and expedite pasture rotation.

Adjacent Lands:
The state lands covered under this lease will be managed in conjunction with adjacent lands. The Lessee must notify the Lessor if control of adjacent lands is lost. Additional fencing may be required if the Lessee loses control of the adjacent lands that is managed with the endowment land in this lease. Failure to notify the Lessor of the loss of ownership or loss of permit will be considered a breach of the lease.

Certified Hay Requirement:
Any hay supplied to herders' camps while using the Leased Premises will be certified weed-free.

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Attachment B
LEASED PREMISES LEGAL DESCRIPTION

Township	Range	Sec	LegalDesc	County	Endowment	Grazing Acres	AUMs
11N	37E	16	All	Clark	PS	640	142
13N	40E	30	Gov Lots 4, Pts Gov Lots 7, Pts SESW (N of Fence)	Clark	PS	58.17	10
					Totals	698.17	152

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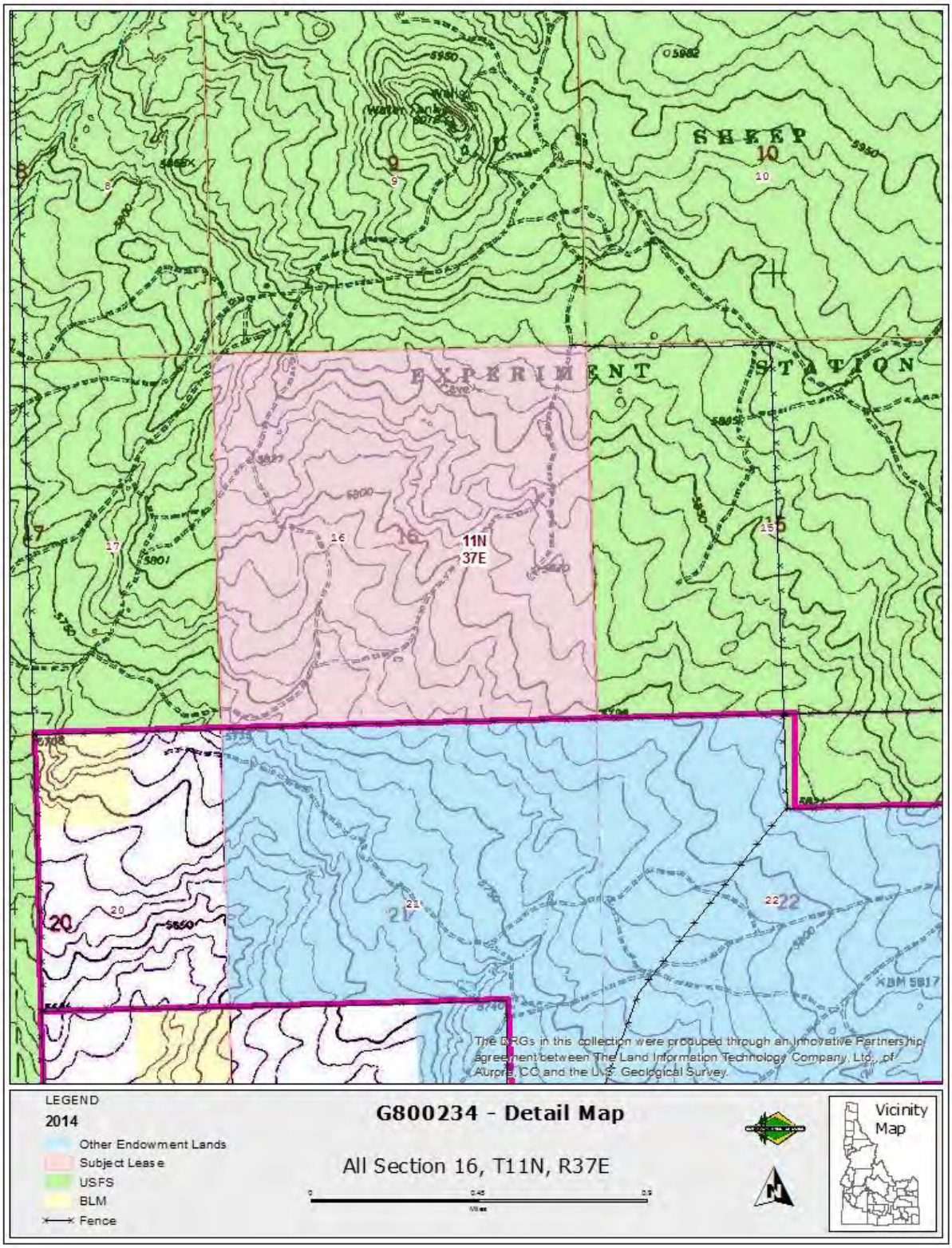
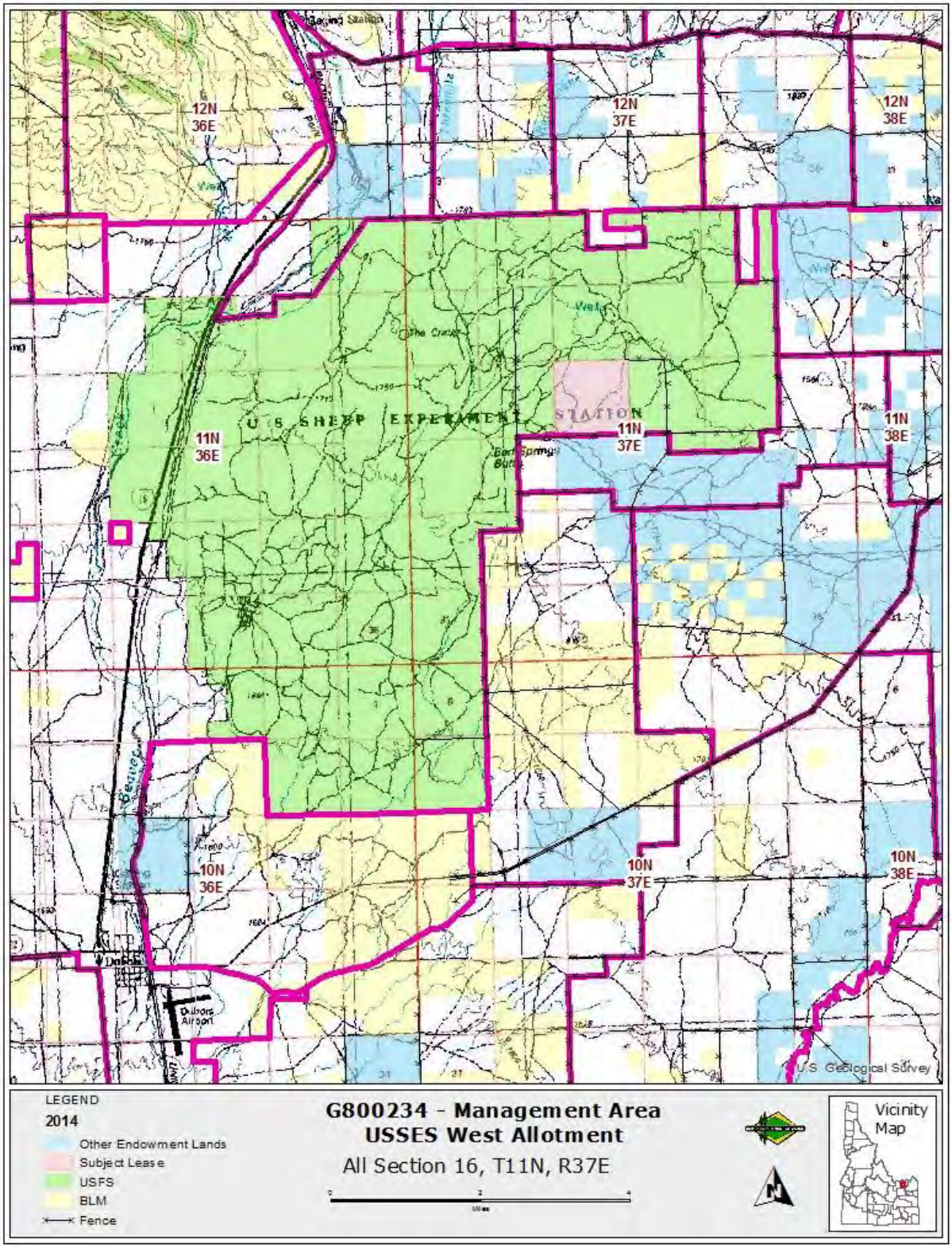
Attachment C
SITE MAP(S)

MAP #1



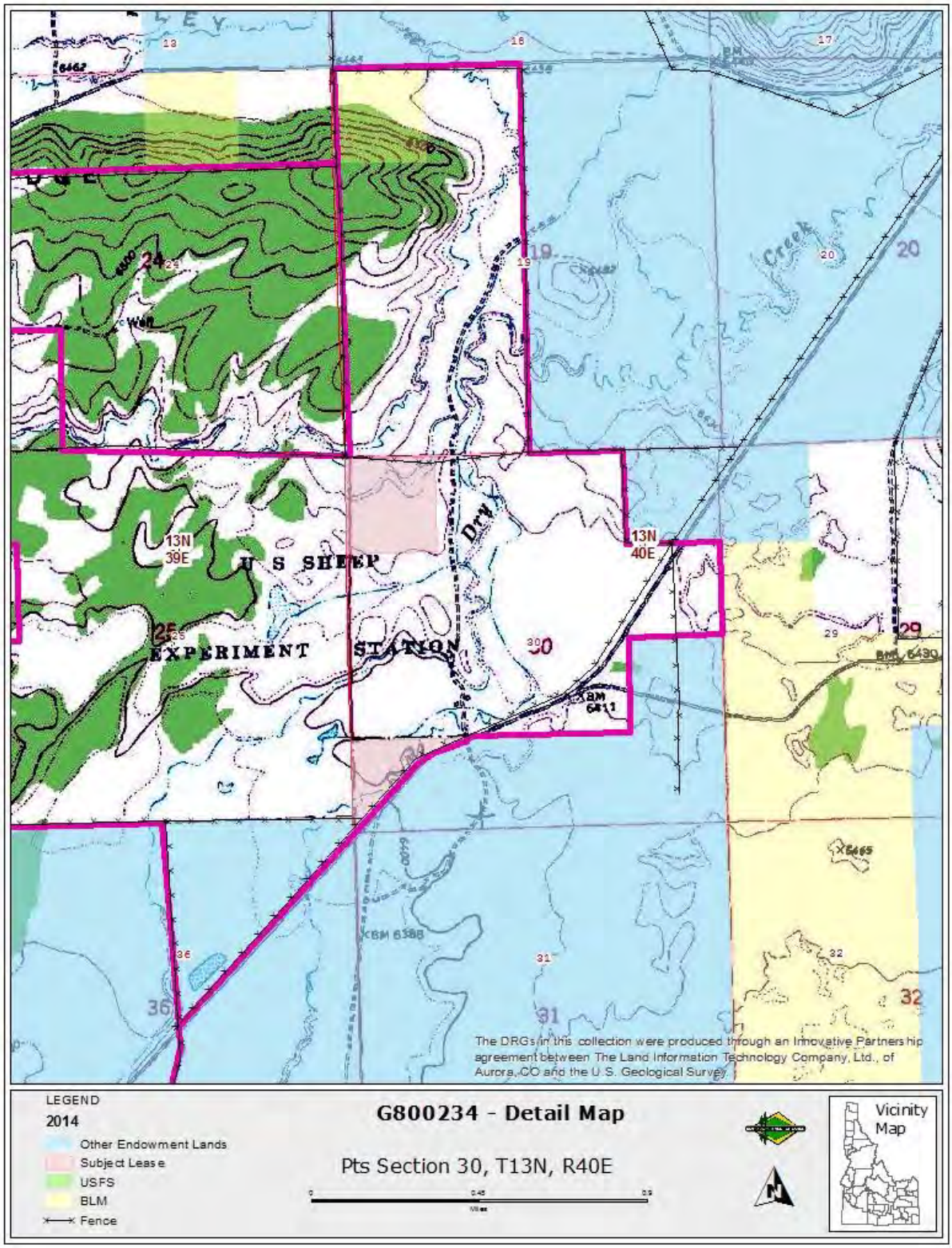
Attachment C
SITE MAP(S)

MAP #2



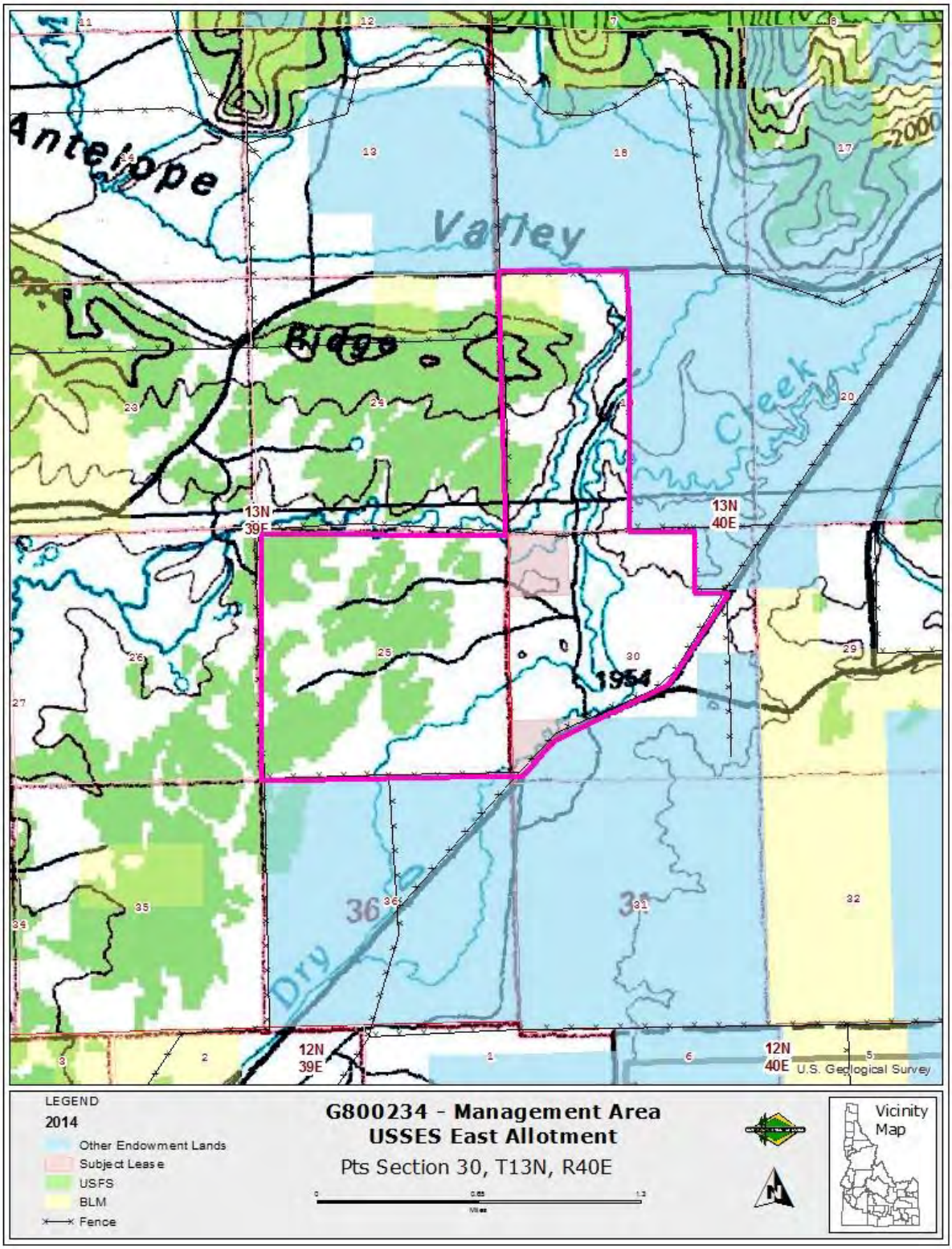
Attachment C
SITE MAP(S)

MAP #3



Attachment C
SITE MAP(S)

MAP #4



Attachment D

ANNUAL CROP PRODUCTION REPORT

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UNIVERSITY OF IDAHO

SUBJECT

Ellucian /Banner Maintenance Agreement Extension

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho is seeking approval from the Board to extend the existing software license and maintenance agreement with Ellucian for the University's Banner System.

The University has been using the Banner system from Ellucian as the core of its administrative software suite for 20 years. Banner is the software used by all students, faculty and staff to accomplish the majority of the University's administrative processes, including but not limited to human resources, payroll, financials, accounting, advancement, and student/faculty services (admissions, financial aid, registration, advising, grades, etc.). It is also the data repository for federal, state and Board reporting and feeds data to over 200 special-use computer software programs in use at UI and in government.

In August 2014 the University will reach the end of a 10 year contract which provides software maintenance and necessary software updates for financial aid, payroll tax and regulatory compliance.

IMPACT

The total cost of the maintenance agreement extension is $498,893.00 for the first year. This amount escalates by 5% each ensuing year for a total five year cost of $2,756,693. The charges are paid against central allocations in the University's IT Services budget.

ATTACHMENTS

Attachment 1 – Proposed Maintenance Agreement Extension Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to extend a maintenance agreement with Ellucian for the University's Banner system in substantial conformance to the Proposed Maintenance Agreement Extension submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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AMENDMENT TO THE
TECHNICAL CURRENCY AGREEMENT

ELLUCIAN SUPPORT INC.
(formerly named SunGard Higher Education, Inc.)
4 Country View Road, Malvern, Pennsylvania 19355
FAX Number (610) 578-3700
("Maintenance Provider")

And

UNIVERSITY OF IDAHO
("Licensee")

Maintenance Provider and Licensee are parties to Technical Currency Agreement dated June 30, 1993, as thereafter amended (the "Maintenance Agreement"). Licensee now desires to obtain from Maintenance Provider Improvements for the Licensed Software identified in this Amendment (the "Maintenance Amendment"), on the terms and conditions of the Maintenance Agreement, as modified by this Maintenance Amendment. This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Maintenance Amendment (the "Execution Date"). Maintenance Provider's obligations hereunder will commence on August 1, 2014 (the "Commencement Date"). Maintenance Provider and Licensee, intending to be legally bound, agree as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the Maintenance Agreement will have the same meaning when used in this Maintenance Amendment.

2. Amendment to and Modification of Maintenance Agreement.

(a) Maintenance Provider agrees to provide Improvements with respect to the Component Systems identified in the attached Exhibit 1, on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the attached Exhibit 1. The term of the Maintenance Agreement is deemed to be extended as provided for in the attached Exhibit 1 for purposes of this Maintenance Amendment. Any amounts indicated on the attached Exhibit 1 are in addition to all other amounts payable under the Maintenance Agreement.

(b) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

(c) Services Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and the Maintenance Agreement. Maintenance Provider's obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than Maintenance Provider is limited to providing Licensee with the Improvements that the applicable third party owner provides to Maintenance Provider for that Baseline Component System. In this regard, to the extent that an agreement authorizing Maintenance Provider to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then Maintenance Provider's obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay Maintenance Provider for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide Maintenance Provider with such facilities, equipment and support as are reasonably necessary for Maintenance Provider to perform its obligations under the Maintenance Agreement, including remote access to the Equipment

(d) Term. The term of the Maintenance Agreement as it applies to each Baseline Component System is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each Baseline Component System, the Maintenance Agreement will automatically be extended for consecutive Contract years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least ninety (90) days prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Contract Year or (ii) the Maintenance Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of the Maintenance Agreement.

3. Integration Provision. Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement will remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Maintenance Amendment are non-cancelable, and the amounts paid under this Maintenance Amendment are nonrefundable, except as provided in this Maintenance Amendment. By the execution of this Maintenance Amendment, each party represents and warrants that it is bound by the signature of its respective signatory. Further, in executing this Maintenance Amendment, Licensee has not relied on the availability of either any future version of any Baseline Component System, or any future software product.

Maintenance Provider	**Licensee**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____
PRINT TITLE: _____	PRINT TITLE: _____
DATE SIGNED: _____	DATE SIGNED: _____

EXHIBIT 1

Licensee: University of Idaho

MAINTENANCE A -- PAID IN ADVANCE

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: due August 1, 2014

Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
Ellucian Degree Works	August 1/July 31	July 31, 2019	Advantage	$7,199
Ellucian Degree Works Transfer Equivalency	August 1/July 31	July 31, 2019	Advantage	$3,577
Banner Windstar Tax Navigator Interface	August 1/July 31	July 31, 2019	Advantage	$1,842
Initial Payment Amount (covers the contract year August 1, 2014 to July 31, 2015)				**$12,618 [1]**

MAINTENANCE B -- PAID IN ARREARS

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: due July 1, 2015

Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
Banner Student	August 1/July 31	July 31, 2019	Advantage	$108,366
Banner Student Self-Service	August 1/July 31	July 31, 2019	Advantage	$17,452
Banner Faculty Self-Service	August 1/July 31	July 31, 2019	Advantage	$15,533
Banner Financial Aid	August 1/July 31	July 31, 2019	Advantage	$80,507
Banner Financial Aid Self-Service	August 1/July 31	July 31, 2019	Advantage	$0
Financial Aid FM Need Analysis	August 1/July 31	July 31, 2019	Hosted Advantage	$3,074
Banner Finance	August 1/July 31	July 31, 2019	Advantage	$83,596
Banner Finance Self-Service	August 1/July 31	July 31, 2019	Advantage	$0
Banner Human Resources	August 1/July 31	July 31, 2019	Advantage	$77,408
Banner Employee Self-Service	August 1/July 31	July 31, 2019	Advantage	$15,533
Banner Advancement	August 1/July 31	July 31, 2019	Advantage	$71,215
Banner Advancement Self-Service	August 1/July 31	July 31, 2019	Advantage	$12,419
EDISmart	August 1/July 31	July 31, 2019	Advantage	$1,172
Banner Workflow	August 1/July 31	July 31, 2019	Advantage	$0
Initial Payment Amount (covers the contract year August 1, 2014 to July 31, 2015)				**$486,275 [1]**

NOTES TO THE MAINTENANCE TABLES:

[1] For the Baseline Component Systems set forth in the Maintenance Tables A and B above, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 5% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 7% over the amount payable for Improvements for the immediately preceding Contract Year.

EXHIBIT 2
Maintenance Standards – Advantage Level

I. Defined Terms:

"Notification" means a communication to Maintenance Provider's ActionLine by means of: (i) Maintenance Provider's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Maintenance Provider's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Two Call" means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Three Call" means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee's operations.

"Priority Four Call" means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Maintenance Provider's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Five (5) days per week, Monday through Friday, excluding United States holidays and Maintenance Provider-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

III. Targeted Response Times: With respect to Maintenance Provider's Maintenance obligations, Maintenance Provider will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 in accordance with the following guidelines, with the time period to be measured beginning with the first Maintenance Provider ActionLine business hour occurring after Maintenance Provider's receipt of the Notification:

Priority One Calls – two (2) hours or less.
Priority Two Calls – four (4) hours or less.
Priority Three Calls – twenty-four (24) hours or less.
Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Maintenance Provider representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Maintenance Provider's obligation to respond to Licensee, Licensee must follow the policies and procedures of Maintenance Provider's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

UNIVERSITY OF IDAHO

SUBJECT

Disposal of Regents real property located in rural Latah County.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.b(3).

BACKGROUND/DISCUSSION

In 1943 Neta Bailey donated a 3 acre parcel north of Moscow to the Board of Regents of the University of Idaho (UI) for the purpose of "advancing the Department of Forestry at the University of Idaho." However, the donated parcel is distant from the University's Experimental Forest and has remained largely unused by UI forestry-related programs. The property's small size, proximity to private residences and a popular local nature preserve, and the condition of the forest make it poorly suited either for instruction or economic harvest.

The parcel does not have frontage on a public road and there is no recorded easement or existing driveway to the undeveloped parcel from a public road. The property has recently been appraised in its "as is" condition (without access) at $18,000. At the same time the property was also appraised with the hypothetical condition that it has legal access from the nearest public road. Under this hypothetical condition, the property's estimated market value is $44,000. As shown in the attached Purchase and Sale Agreement between a neighboring property owner and the University, the buyer has agreed to pay $33,000 for the property in its present condition without frontage on a public road or benefitting from a recorded access easement. The executed purchase agreement is contingent upon approval from the Board of Regents.

IMPACT

The University will pay costs of sale (approximately $150) and the net proceeds ($32,850) will be used to support teaching and research efforts to improve scientific and public understanding of forest regeneration, conservation, and restoration through the College of Natural Resources' Center for Forest Nursery and Seedling Research.

ATTACHMENTS

Attachment 1 – Purchase Agreement Page 3
Attachment 2 – Vicinity Map Page 17

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to dispose of three (3) acres of undeveloped forest land for a selling price of $33,000 and to pay transaction costs as set forth in the Purchase and Sale Agreement submitted to the Board; and further to authorize the Vice President for Finance and Administration, and Bursar of the University of Idaho to execute all necessary transaction documents for closing the sale.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered into on April 28, 2014, between The Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho ("**Seller**"), and John H. Norton, 1522 Borah Ave, Moscow ID 83843 ("**Buyer**"). This Agreement may be assigned by Buyer to a trust or other entity created by Buyer, with the prior written consent of Seller, which consent shall not be unreasonably withheld.

1. Purchase and Sale.

Seller shall sell and Buyer shall purchase that certain real property located in the County of Latah, State of Idaho, and more particularly described in Exhibit A, together with all easements, rights and appurtenances thereto and improvements thereon, all in accordance with the terms and conditions hereinafter set forth ("**Subject Property**").

2. License for Entry.

Seller grants to Buyer a license to enter upon Subject Property for all purposes reasonably related to a full and adequate determination of its suitability, including, without limitation, the right to conduct surveys, soils tests, engineering studies, and environmental tests and audits.

3. Purchase Price.

The purchase price of the Subject Property is the sum of Thirty-three Thousand Dollars ($33,000) ("**Purchase Price**").

4. Conditions Subsequent.

Notwithstanding anything to the contrary in this Agreement, Buyer shall not be obligated to purchase the Subject Property and Seller shall not be obligated to sell unless at or prior to closing each of the following conditions has been met or waived in writing. The parties agree to cooperate with one another to execute any documents which may be necessary or convenient to the performance of these conditions:

(a) Buyer's due diligence: Buyer acknowledges that Seller obtained the Subject Property via gift and Seller has not occupied or utilized the subject property. Seller makes no representations as to the title, status or utility of the property other than as specifically set forth herein and Buyer shall have a due diligence period from the date of execution hereof until July 3, 2014 to perform such examination of the Subject Property and the title thereto to satisfy Buyer, including

(i) Title Insurance. Buyer is able to obtain, at Buyer's cost, from a title insurance company authorized to do business in the State of Idaho a commitment for a policy of title insurance, including any endorsements reasonably required by Buyer in the full amount of the Purchase Price, insuring marketable fee simple title to the Subject Property in Buyer. Between the date of this Agreement and the earlier of closing or the termination of this Agreement, Seller shall not enter into any lease or occupancy agreement affecting the Subject Property or any portion thereof unless first approved in writing by Buyer.

(ii) Boundary Survey and Environmental Hazards. Such surveys of the boundary and such environmental tests and audits of the Subject Property deemed

necessary by Buyer to determine that status of the Subject Property with respect to hazardous materials, as well as the suitability of the property, in Buyer's sole opinion, for Buyer's intended use or uses.

(b) Seller's Board Approval. Seller has obtained approval from Seller's governing body, the Board of Regents of the University of Idaho ("Board of Regents") to convey the Subject Property in accordance with the terms of this Agreement. The parties acknowledge that the execution and delivery of this agreement is made prior to presentation of the proposed transaction and the terms hereof to the Board of Regents for the foregoing approval. The determination of the Board of Regents whether to approve is an independent decision of the Board of Regents, and nothing herein shall be deemed bind the Board of Regents in favor of approval, or to limit the independent discretion of the Board of Regents in making its decision.

(c) At any time during the due diligence period, Buyer may elect to terminate this agreement upon fifteen (15) days' prior written notice to Seller and this Agreement shall terminate. In the event the Board of Regents denies approval of this agreement, or approval is not obtained prior to the end of the due diligence period, this Agreement shall terminate. In the event of any such termination of this Agreement, both parties shall be released from any further obligations hereunder except for liabilities, actual or contingent, which arose prior to the date of termination.

5. Closing Agent.

Latah County Title Company shall serve as the Closing Agent. Seller shall deliver to the Closing Agent on or before July 11, 2014, i) a duly executed and acknowledged Bargain and Sale Deed ("**Deed**"), similar to that attached as **Exhibit B**, conveying all of Seller's right, title

and interest in Subject Property to Buyer, together with instructions to deliver and record Deed after Buyer deposits Purchase Price with the Closing Agent. On or before July 3, 2014, Buyer shall notify Seller and Closing Agent, in writing that Buyer is satisfied with the conditions of transaction closing as set forth in Section 4 of this Agreement. Upon acknowledgment that all of the conditions of transaction closing as set forth in Section 4 have been met by Buyer and Seller, Buyer shall deposit the Purchase Price with the Closing Agent with instructions to disburse the Purchase Price to Seller upon recordation of the Deed by Closing Agent.

6. Closing.

Once all conditions of transaction closing (as described in Section 4 of this Agreement) have been completed, the Deed is delivered, and the Purchase Price is deposited, the Closing Agent shall complete the transaction as prescribed by this Agreement ("**Closing**"). Upon Closing, possession shall pass to Buyer.

7. Costs.

Seller shall pay closing fees and arrange Deed recording. Buyer is not ordering title insurance and title insurance shall not be provided at Seller's cost. Taxes and utilities (if any) shall be prorated as of the time of transfer of possession from Seller to Buyer.

8. Commissions.

Each party represents and warrants that it has not dealt with or contracted with any broker, agent or finder to act in their behalf in connection with this transaction.

9. Seller's Representations and Warranties.

(a) Seller represents and warrants that Seller has authority to enter into this Agreement (subject to the condition listed in Section 4 (b) herein) and to grant the license granted in Section 2.

(b) Seller represents and warrants all of the following:

(i) There are no pending actions against Seller (or to Seller's knowledge, against any other person or entity) which relate to the condition or use of the Subject Property and Seller has no knowledge of any facts or circumstances which could give rise to such action. Without limiting the foregoing, there are no pending or threatened condemnation proceedings which could affect all or any portion of the Subject Property, or the performance by Seller of any of its obligations set forth in this Agreement.

(c) Seller represents and warrants that, to Seller's knowledge, the Subject Property is not subject to any existing, pending or future impact fees, bonds or assessments and Seller does not know of any present or proposed public improvements which could give rise to the same.

(d) Seller represents and warrants that, to Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings contemplated by, or pending or threatened against, Seller which could prevent or delay the consummation of this transaction.

(e) Seller represents and warrants that execution, delivery and performance of this Agreement has been duly authorized and approved by all actions necessary by Seller, on the

part of Seller, and that this Agreement (subject to the condition described by Section 4(b) herein) constitutes valid and binding agreement of Seller in accordance with their terms.

The representations and warranties set forth in this Section 9 shall constitute continuing representations and warranties and shall be deemed to be true and correct as of the date of closing of Buyer's purchase of the Subject Property.

10. No Representation of public access. Seller does NOT represent and makes NO warranty that the Subject Property is benefitted by any recorded easement or that the Subject Property has frontage on any public right of way.

11. Condemnation.

Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the time of closing to acquire all or any portion of, or any interest in, the Subject Property, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Subject Property by giving written notice to Seller at any time prior to the time of closing, or (ii) to complete the purchase of the Subject Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Subject Property and assigning to Buyer all amounts to be awarded for the Subject Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the time of closing, written notice of any actual or threatened condemnation proceeding.

12. Successors.

This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

13. Attorneys' Fees.

In the event either party initiates or defends any legal action or proceeding in any way connected with this Agreement, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

14. Default.

(a) Neither party shall be deemed to be in default of this Agreement except upon the expiration of thirty (30) days from receipt of written notice from the other party specifying the particulars in which such party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in said notice of default.

(b) In the event of a default, the nondefaulting party may:

(i) Terminate this Agreement upon written notice to the defaulting party, and recover from the defaulting party all damages incurred by the nondefaulting party;

(ii) Seek specific performance of this Agreement, and, in addition, recover all damages incurred by the nondefaulting party. The parties declare it to be their intent that this Agreement may be specifically enforced;

(iii) Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting party or recover said monies from the defaulting party; and

(iv) Pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting party.

15. Notices.

(a) All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below:

Seller: University of Idaho
Ronald E. Smith, Vice President Finance & Admin
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

Buyer: John Norton
1522 Borah Ave
Moscow ID 83843

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Agreement shall be deemed given upon receipt.

(b) For the purpose of this Agreement, the term "**receipt**" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

16. Captions and Headings.

The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

17. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

18. Venue and Governing Law.

Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such

courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

19. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

20. Survival.

All of the representations and warranties set forth in this Agreement shall constitute continuing representations and warranties, shall be deemed to be true and correct as of the date of Closing, and shall (along with all indemnification, defense and hold harmless obligations related thereto) survive Closing.

21. No Third Party Beneficiary Rights.

This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

EXECUTED as of the date first above written.

SELLER:
Board of Regents of the University of Idaho

Ronald E. Smith
Vice President for Finance and Administration

BUYER:
John H. Norton

John H. Norton

List of Exhibits and Schedule

Exhibit "A" – Legal Description

Exhibit "B" – Bargain and Sale Deed

EXHIBIT A

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, thence North 24 rods, thence East 20 rods, thence South 24 rods, thence West 20 rods to the place of beginning.

And more particularly described in the Record of Survey recorded at Latah County Recorder's No. 534060 (therein referred to as University of Idaho WD Inst. No. 152472) as:

A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, being the Point of Beginning; thence N 01° 57' 09" a distance of 396.00 feet; thence N 88 ° 53' 09" E a distance of 330.00 feet; thence S 01 °57' 09" W a distance of 396.00 feet to the South line of the NE1/4NW1/4 of said Section 22, thence west along said South line 330.00 feet to the Point of Beginning.

EXHIBIT B

BARGAIN AND SALE DEED

GRANTOR, the BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a body politic and corporate organized and existing under the laws and constitution of the state of Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto ********, *******, whose current address is ********, as GRANTEE, and to grantee's heirs and assigns forever, all of the real property, improvements, and appurtenances on the premises described specifically as follows:

> A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, thence North 24 rods, thence East 20 rods, thence South 24 rods, thence West 20 rods to the place of beginning.
>
> And more particularly described in the Record of Survey recorded at Latah County Recorder's No. 534060 (therein referred to as University of Idaho WD Inst. No. 152472) as:
>
> A parcel of land in Latah County, State of Idaho, commencing at the Southwest corner of the Northeast quarter of the Northwest Quarter of Section 22, Township 40 North, Range 5 West, Boise Meridian, being the Point of Beginning; thence N 01° 57' 09" a distance of 396.00 feet; thence N 88 ° 53' 09" E a distance of 330.00 feet; thence S 01 °57' 09" W a distance of 396.00 feet to the South line of the NE1/4NW1/4 of said Section 22, thence west along said South line 330.00 feet to the Point of Beginning.

TOGETHER with all and singular, the rights and appurtenances pertaining to such real property, as they exist, including any and all timber, water rights, mineral rights, easements, rights-of-way and any and all improvements constructed thereon.

SUBJECT to all rights of reversion, reservations, easements, rights-of-way and defects in title arising prior to Grantor's ownership of the premises, Grantor warrants to Grantee, its successors and assigns, that Grantor has not created or permitted to be created any encumbrance, lien, charge, reservation or impediment of any kind against the premises and Grantor covenants that it will defend said premises to the extent of the warranties made herein against the lawful claim of all persons.

GRANTEE, by accepting delivery of this Bargain and Sale Deed, acknowledges and agrees that Grantee has had an opportunity to investigate title to and inspect and test the premises to the extent that Grantee deemed appropriate and that Grantee is satisfied with the title and the premises. Grantee accepts the premises AS IS, WITH ALL FAULTS, KNOWN OR UNKNOWN, without any representations or warranties by Grantor, or any agent or representative of Grantor except as expressly set forth in this Bargain and Sale Deed.

IN WITNESS WHEREOF, GRANTOR has hereunto caused this instrument to be executed this _____ day of July 2014.

GRANTOR: Board of Regents of the University of Idaho

By: _____
Ronald E Smith, Vice President,
Finance and Administration

Date: _____

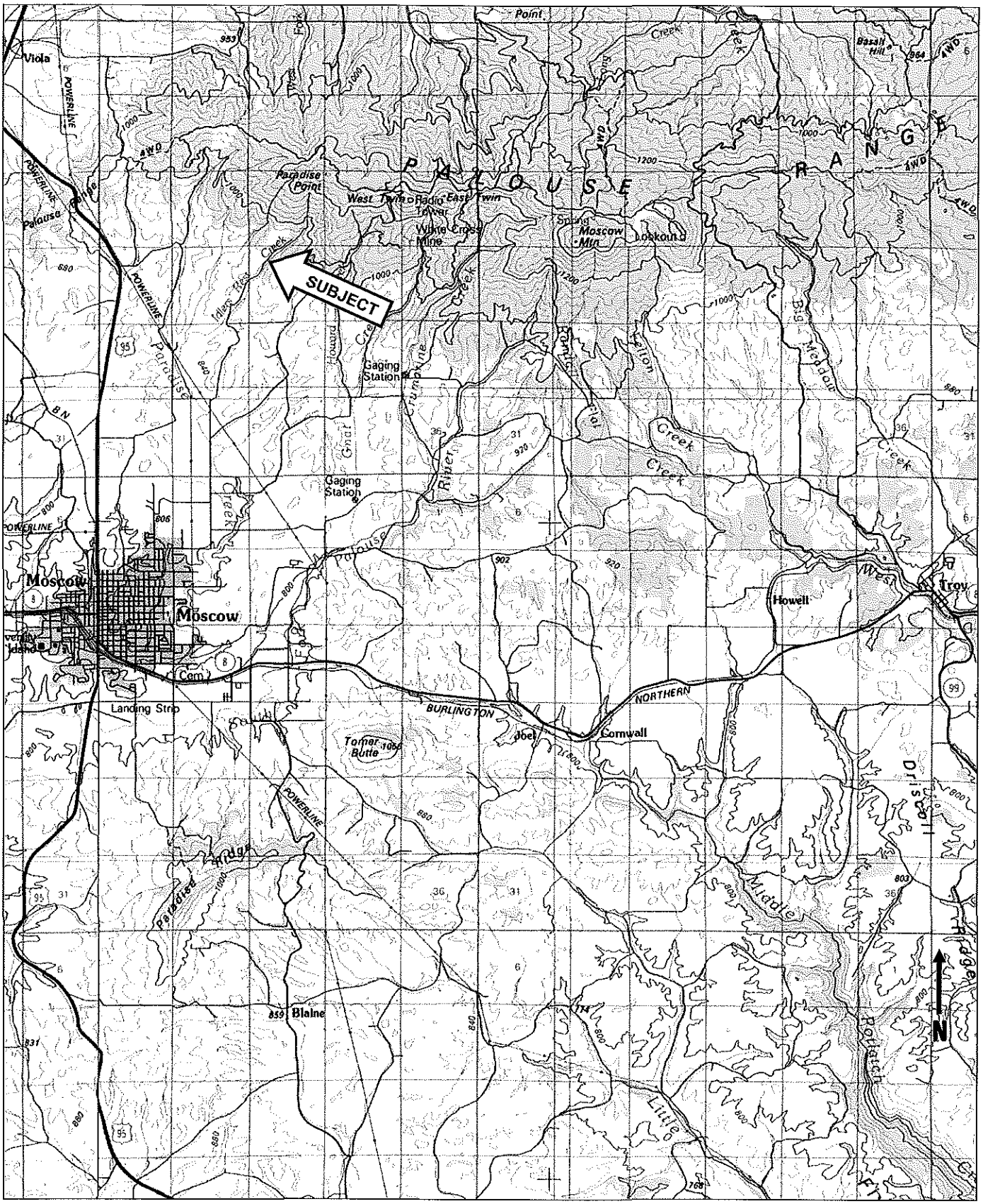
STATE of IDAHO)
) ss.
County of Latah)

On this _____ day of_____ 2014, before me, the undersigned, a Notary Public in and for said State of Idaho, personally appeared Ronald E Smith, known or identified to me to be the Vice President for Finance and Administration, University of Idaho, who executed the within instrument, and acknowledged to me that the instrument was executed on behalf of the Board of Regents of the University of Idaho.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
NOTARY PUBLIC for Idaho
Residing at _____, Idaho
My commission expires: ____

VICINITY MAP



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UNIVERSITY OF IDAHO

SUBJECT

Building management services contract for the Idaho Water Center, Boise.

REFERENCE

March 2004	Idaho Water Center (IWC) Leasing, Operations, and Maintenance Contract (Information Only) – The University of Idaho presented a pending Request for Qualifications for building management services at the IWC.
January 2005	The Regents approved a contract to provide building management services at the Idaho Water Center.
June 2009	The Regents approved a contract to provide building management services at the Idaho Water Center.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The most recent building management contract with Colliers International (Colliers) allowed for one base year of operations, plus up to four additional one-year options. Colliers performed well, and the University exercised the option each year. The final option year of the current contract expires on June 30, 2014.

The University of Idaho (UI) publicly advertised a Request for Qualifications (RFQ) in January 2014, seeking interest in the next five-year contract (again envisioned as a base year contract plus four option years). Four firms submitted materials in response to the RFQ. A selection committee found three of the four firms well qualified and interviewed each in March.

Oppenheimer Development Corporation was rated the top firm with notable strengths including admirable past performance in managing similar facilities in the Boise market, and exhibiting a keen focus upon customer satisfaction, communication, and service delivery. The University has since negotiated contract terms, as well as established the building operating budget for the base year of the anticipated contract.

The contract provides for all building operations, maintenance, and routine repairs, to include janitorial, custodial, and security services. Building reception, service call management, and commercial utility billing and reporting are also included. The contract is structured to cover all operating costs, plus a flat rate

management fee. Total contract costs are approximately $5.07 per square foot per year, to include all utilities. The University believes that continued outsourcing of the building management function best serves the University's need for economical and efficient building operations.

IMPACT

The contract covers the operating budget for the building, valued at $1,049,021 for FY15. The costs are billed proportionately among the condominium owners, the U.S. Forest Service (approx. 10% share) and the University of Idaho, on behalf of the state of Idaho (approx. 90% share). The University recovers a majority of these operating expenses from the tenants leasing space from the University (CH2M Hill and the Idaho Department of Water Resources). Contract amounts for subsequent years will be based on the budget to be submitted annually by Oppenheimer and subject to approval by the University.

The University will cover its proportionate share of the costs associated with this contract out of existing operating funds.

ATTACHMENTS

Attachment 1 – Proposed Contract Page 5
Attachment 2 – FY15 Operating Budget Page 21

STAFF COMMENTS AND RECOMMENDATIONS

Under the contract with Colliers approved by the Board in 2009, the contract valued started at $903,462 for FY 2010, with an escalator clause for an annual inflationary increase. The table below shows actual budget, cost per square foot and percent change in contract costs since FY 2010

	Budget	$/SF	% Chg
FY 2010	$902,043	$4.37	
FY 2011	$931,890	$4.52	3.4%
FY 2012	$999,301	$4.84	7.1%
FY 2013	$992,619	$4.81	-0.6%
FY 2014	$1,002,997	$4.88	1.5%
FY 2015*	$1,049,021	$5.08	4.1%

* Proposed rate subject to Board approval

The proposed contract pricing with Oppenheimer reflects utility increases, but also includes a rebalancing of the HVAC system, and a software upgrade for the Siemens controls system which adds about $16k (~$0.07/sf or 1.6% of the increase) of extra work not normally undertaken.

Staff recommends approval.

BOARD ACTION

I move to approve the agreement between the University of Idaho and Oppenheimer Development Corporation, in substantial conformance to the form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2014, by and between the University of Idaho, a public corporation, state educational institution, organized and existing under the Constitution and laws of the state of Idaho (herein after called "Institution"), whose address is 875 Perimeter Dr., MS 3168, Moscow, Idaho 83844-3168 and Oppenheimer Development Corporation**,** (hereinafter called "Manager") whose address is 877 W. Main St., Suite 700 Boise, ID 83702.

RECITALS

The Property is known as the Idaho Water Center (hereinafter called "Property"), together with all improvements erected thereon and all personal property of the Institution located thereon. The Property is located at 322 East Front Street, Boise, ID 83702.

Manager is licensed to manage real estate in the State of Idaho and is in the business of managing and operating real estate.

The Institution desires to appoint Manager to manage the day-to-day operations of the Property consistent with Institution's objectives of maximizing the Property's economic value.

This Agreement is entered into to set forth the terms on which Manager will manage the Property.

NOW THEREFORE, incorporating the Recitals as set forth above, and in consideration of the mutual covenants herein contained, Institution and Manager mutually hereby agree as follows:

DEFINITIONS

The terms used in this Agreement shall have the following meanings:

"Authorized Expenses" shall be those expenses included within the Institution-Approved Budget, and such additional expenses as may thereafter be approved by Institution in writing.

"Institution-Approved Budget" shall be the budget approved pursuant to Section 3.8 and included here as Exhibit A.

"Operating Account" shall have the meaning ascribed to it in Section 3.9.

"Fiscal Year" shall coincide with the State Fiscal Year: 1 July through 30 June.

ARTICLE I

TERM

Institution hereby appoints and Manager hereby accepts appointment as exclusive Manager for the Property for the period of 1 July 2014 through June 30, 2015. This Agreement also includes four additional one-year option periods, corresponding to state fiscal years 2016, 2017, 2018, and 2019. Contingent upon sustained satisfactory performance by the Manager, the Institution, at its sole discretion, may choose to exercise an option on the Agreement. The Institution shall provide written notification to the Manager of the intent to exercise an option on the Agreement not less than sixty (60) days prior to the end of the current performance period.

This Agreement is cancelable without cause by either party on not less than sixty (60) days advance written notice, which notice may be given at any time during a month, provided that in any event the cancellation shall be effective at the end of the calendar month in which the sixty (60) day notice period ends.

ARTICLE II

COMPENSATION OF MANAGER

The compensation and payment thereof for management of the Property shall be as follows:

2.1 *Management Fee*. Institution agrees to pay Manager and Manager agrees to accept as full management fee for the services to be rendered to Institution an amount equal to $12,500.00, monthly, subject to an annual review by the parties and negotiation for any potential increase for the next contract year. In no case will an increase exceed 3%. Such fee shall be payable monthly in arrears commencing upon the last day of the first initial month of this Agreement.

2.2 *Maintenance Compensation.* Manager shall do everything reasonably necessary for the proper management of the Property, including supervision and staffing of building reception and maintenance/engineering services, regular workday inspections of building systems and services, and arranging for such improvements, alterations, and repairs as may be required by Institution. In the event there is ever a need for additional labor above and beyond the onsite building engineers, and it is determined that the providing of additional maintenance from Manager shall be the most effective method of resolving a maintenance issue, Manager shall provide said labor at a commercially reasonable rate not to exceed $38.00 per hour, price subject to change with thirty (30) days prior written notice. No improvements, alterations or repair work costing more than Five Thousand

Dollars ($5,000) shall be made by Manager without Institution's prior written authorization unless it is part of a pre-approved budget. In the case of an emergency, as described in paragraph 3.5, that requires immediate repairs or alterations, if Institution is not readily available for consultation, Manager may use its discretion and judgment regarding same to make repairs.

2.3 *Tenant Improvement/ Capital Improvement / Oversight.*

Tenant Improvement/Capital Improvement is defined as any alteration, renovation, or new construction project which alters the intended use of a space within the building or which supports the reassignment of the space from one owner/occupant to another.

A. All improvements valued under $15,000 require Institutional written approval of project and oversight of Manager's activities in the selection of the contractor(s). Manager shall select contractor(s) in conformity with Institution policy and procedure, and State Board of Education and Board of Regents Policies and procedures. Manager shall provide Institution a written report prior to, and after the bid process to insure proper process was followed. Manager shall be responsible for all supervision and oversight of the contractor and shall hold the contract with the selected contractor.

B. All improvements valued at or over $15,000 require Institution written approval and Institution participation in the selection of contractor(s). Selection of contractor(s) shall be in conformity with Institution policies and procedures and State Board of Education and Board of Regents Policies and procedures. Institution may, at its sole option, request in writing the services of Manager, in which case Manager shall hold the contract with the selected contractor. Nothing in this Agreement prohibits Institution from soliciting bids for and managing improvements valued at or over $15,000 independent of and without any involvement of Manager.

C. Any Tenant Improvement/Capital Improvement approved by the Institution and undertaken or supervised by the Manager shall be treated as additional work outside of the approved budget. The Management fee for any such tenant or capital improvement shall be on a percentage basis as follows:

Improvement with a total costs of up to $15,000 . . . . . 5.0%
Improvement with a total cost at or over $15,000 . . . . . 5.0%

2.4 *General Overhead*. Institution shall not additionally compensate or reimburse Manager for Manager's normal central office overhead expenses other than as provided in Section 3.6 and those expressly approved in the Institution-Approved Budget.

2.5 *Other Financial Reports and Audits.* Property Manager shall furnish to Institution as promptly as practicable all routine financial reports and such other financial reports, statements, audits or other information, outside the usual and customary reporting, with respect to the operations of the Property as Institution may from time to time reasonably request.

ARTICLE III

RESPONSIBILITIES OF MANAGER

3.1 Manager shall operate, manage, and maintain the Property as an independent contractor acting as agent for Institution in accordance with Idaho real estate law and sound property management practices. Manager shall exercise prudence and diligence in performing its duties. The responsibilities of the Manager shall include, but not be limited to, the following:

3.2 *Compliance with Legal Requirements.* Manager shall take such action as may be necessary to comply with any and all orders or requirements affecting the Property by any federal, state, county or municipal authority having jurisdiction thereover and of which Manager has received written notice.

Manager, however, shall not take any such action as long as the Institution is contesting, or has affirmed its intention to contest, and promptly institutes proceedings contesting, any such order or requirement except that Institution and Manager shall promptly notify each other in writing of all such orders and notices or requirements. Manager shall prepare, execute, and, after obtaining the approval of Institution, file any such reports and documents as may be required by any local, state, or federal authority.

Manager shall manage the Property under this Agreement in full compliance with any applicable state or federal legislation governing discrimination or fairness in housing or business, and shall take action considered appropriate to carry out the purposes of any such legislation.

3.3 *Operation.* Manager shall continually operate the Property as a high-quality project, and shall perform all acts which are customary for the management of properties of like size and character or as may be required for the efficient and businesslike operation of the Property.

3.4 *Maintenance and Repairs.* Manager shall, within the limitations of the Institution-Approved Budget, see that the physical facilities, personal property, and grounds are at all times well maintained, kept in good order and repair, and in a proper state of cleanliness.

Manager shall, in accordance with the approved operating budget, make or contract for all repairs that shall reasonably be required to preserve, maintain, and keep the Property

in first-class condition. To the extent that Manager must contract out for such services, all such contracts shall be the responsibility of Manager.

Manager shall obtain and maintain records and enforce any guarantees or warranties that may concern Institution's personal property included within the Property. Written approval of the Institution must be obtained before pursuing any legal remedies to enforce said guarantees or warranties.

3.5 *Emergency Maintenance and Repair.* In an emergency where repairs are immediately necessary for the preservation and safety of the Property, or to avoid the suspension of any essential service to the Property, or to avoid danger to life or property, or to comply with federal, state, or local law, such emergency repairs shall be made by Manager at Institution's expense without prior written approval. Manager shall report to the Institution full details of any emergency orally within one (1) business day and by written report remitted within one (1) week of the incident.

Manager shall notify Institution or Institution's designated insurance agent promptly of any personal injury or property damage occurring to or claimed by any tenant or third party on or with respect to the Property and to promptly forward to such insurance agent, with copies to Institution, any summons, subpoena, or other legal document served upon Manager relating to the actual or alleged potential liability of the Institution, Manager, or the Property, with copies to Institution of all such documents.

3.6 *Employment and Supervision of Personnel.* Manager shall employ and supervise all personnel required for the operation, maintenance, and management of the Property. All such employees shall be employees of the Manager, and shall not be employees of the Institution.

Manager agrees not to discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, disability, sexual orientation, status as a veteran, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Manager shall procure and maintain worker's compensation insurance and employer's liability insurance covering all employees working on or about the Property, and fidelity bonds or employee dishonesty insurance, covering all employees who handle funds of the Institution.

Manager is solely responsible for payment of income, social security, and employment taxes due to the proper taxing authorities and Institution shall not deduct such taxes from any payments to Manager hereunder. Manager shall prepare, maintain, and file all necessary reports with respect to such taxes or deductions and all other necessary statements and reports pertaining to labor employed by Manager in or about the Property. Costs of administering and managing such personnel are to be borne by Manager.

3.7 *Disclosure.* Manager shall disclose the name of any property owned and/or managed by the Manager which is within a two (2)-mile radius of the Property and any other property owned and/or managed by the Manager which is in direct competition with the Property. Subsequent like-kind conflicts shall also be disclosed immediately upon occurrence.

3.8 *Institution-Approved Budget.* An annual budget shall be submitted to the Institution prior to the beginning of each fiscal year. Exhibit A, attached and incorporated herein by reference, is the approved annual budget for the base contract period. Said budget shall include a detailed listing of all the estimated expenses required to operate the property, including but not limited to Janitorial, Window Washing, Repair and Maintenance, Preventative Maintenance, Engineering, Interior Landscaping, Management Fees, Capital Improvements, Utilities, Insurance, Master Association Fees, Capital Reserves and any other customary operating expenses. Said budget shall not include any expenses relating to the leasing of any of the space to be subleased, including commissions, as these items will fall outside of the scope of this Agreement and shall be covered by a separate agreement.

Manager shall submit, along with the budget, a projection of capital expenditures for the forthcoming Fiscal Year. After approval by the Institution in writing, budget shall be used by Manager as a guide for the actual operation of the Property and shall be subject to comparisons monthly. Manager agrees to obtain prior approval for any normal operating expenditure(s) which would cause any budget variance of Five Thousand Dollars ($5,000) and over, per occasion in any budget year, except for emergencies. All expenses within the Institution-Approved Budget are to be borne by Institution, and it shall be the responsibility of the Institution, to make available sufficient funds to Manager to meet expenses anticipated in the Institution-Approved Budget.

3.9 *Operating Account.* Manager, serving as Agent for Institution, shall establish and maintain on behalf of Institution, a non-interest bearing operating account and, if necessary, an interest bearing reserve account. Said account(s) shall be opened in the name of Manager as trustee for Institution, and maintained in a federally insured bank or savings institution. All receipts and disbursements for the operation of the Property shall be handled through these account(s). Institution shall be responsible for providing funds to pay the Institution-approved cash requirements of the Property on a timely basis. Manager shall have no proprietary interest in Operating Account or reserve account, and all funds in these accounts shall at all times be the property of the Institution. All interest on the reserve account shall accrue to Institution.

3.10 *Collections.* Manager shall make all reasonable steps to collect, and enforce the collection of, all payments and other charges due Institution for tenants of the Property in accordance with the terms of their tenancies and state and federal law.

3.11 *Payment of Bills.* From the Operating and/or Reserve Account(s), Manager is hereby authorized to pay or reimburse itself for all Institution's expenses and costs of operating the Property, including property taxes, Institution's insurance premiums, mortgage indebtedness, and for all other sums due Manager under this Agreement, including Manager's compensation under Section 2.1.

Institution shall give Manager advance written notice of at least seven (7) days if Institution desires Manager to make any additional monthly or recurring payments out of the proceeds from the Property. Any advance of funds by Manager must have prior approval by Institution.

In the event that the balance in the Operating and/or Reserve Account(s) is at any time insufficient to pay disbursements due and payable under Article II, Manager shall notify Institution of the deficiency. Manager shall give at least fifteen (15) days written notice to Institution of any funds required for deficiency and contingency reserve. Institution shall, immediately upon notice, remit to Manager sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Manager be required to use its own funds to pay such disbursements, nor shall Manager be required to advance any monies to Institution or to bank accounts maintained by Manager on behalf of Institution. Manager shall pay, with all available Institution's funds, invoices in order of invoice date with the oldest taking the highest priority.

If Institution requests in writing and Manager elects to advance any money, only pursuant to a written agreement signed by both parties, in connection with the Property to pay any expenses for Institution, such advance shall be a loan subject to repayment with interest at an annual rate equal to the prevailing prime rate plus two percent (2.0%), calculated on a daily basis, and Institution hereby authorizes Manager to deduct such amounts from any monies due Institution.

Any balance existing in the Operating Account at the termination of this Agreement shall be returned to the Institution within thirty (30) days of termination, and the Institution agrees to pay expenses incurred during the term of the Agreement but which have not been received thirty (30) days after termination of the Agreement.

3.12 *Books, Records and Reports.* Manager shall establish and maintain an accounting and management reporting system that will duly account for all transactions relating to the Property.

On or before the thirtieth (30th) day of each month, Manager shall provide to Institution a report of the Property's operations for the preceding month, including:

- A detailed and itemized statement of all sources and uses of funds in a format satisfactory to Institution and Manager.

- A statement of ending balances in all trust accounts.

 General comments regarding the Property's operation and any requirements by Manager for the Institution, such as payments to cover unexpected expenses.

For a period of three (3) years following completion of the services called for hereunder, Institution or its authorized representatives shall at all reasonable times have access to the accounting records, books and other records of the Manager, in order to audit all charges for the services as they relate to the Property. Manager shall keep Institution notified in writing of the location of all such records. Institution shall have the right to audit said records and books at Institution's expense.

All original reports and documents are to be retained in Manager's possession. Copies, as required, will be made available to the Institution. Manager will retain said records for a period of three (3) years, or as required by law, after which time the records shall be transferred to Institution. At the termination of this agreement all records, except those required by law to be retained by Manager, shall be returned to Institution for retention.

3.13 *Use and Maintenance of Premises.* Manager agrees not to knowingly permit the use of the Property for any purpose which might void any policy of insurance relating to the Property or which might render any loss there under uncollectible, or which would be in violation of any government restriction.

3.14 *Parking Garage.* Manager agrees to assume a lead role on behalf of the tenants in addressing building parking garage safety issues and needs through the parking garage owner and operator. In addition the Manager agrees to seek parking alternatives for tenants as may be warranted from time to time.

3.15 *Local Communications*. Manager agrees to maintain regular communications with institution local personnel keeping the Operations Coordinator/Events Manager apprised of operational, scheduling, parking and other matters that may impact institutional operations and employees.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

4.1 *Insurance*

4.1.1 *General Requirements.* Manager is required to carry the types and limits of insurance shown in this insurance clause, section 4.1.2, and to provide Institution with a Certificate of Insurance ("certificate"). Certificates shall be provided within seven (7) days of the signing of the contract by the Manager. Certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for thirty (30) days' written notice to Institution prior to cancellation, non-renewal, or other material change of any

insurance referred to therein as evidenced by return receipt of United States certified mail. Said certificates shall evidence compliance with all provisions of this section.

Additionally and at its option, Institution may request certified copies of required policies and endorsements. Such copies shall be provided within (10) ten days of the Institution's request.

All insurance required hereunder shall be maintained in full force and effect with insurers with Best's rating of AV or better and be licensed and admitted in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Institution may choose to maintain. Failure to maintain the required insurance may result in termination of this Agreement at Institution's option.

All policies shall name Institution as Additional Insured. On the certificate, the Institution shall be stated as: "State of Idaho and The Regents of the University of Idaho". Certificates shall be mailed to: University of Idaho, Risk Management, 875 Perimeter Drive, MS 3162, Moscow, ID 83844-3162.

Failure of Institution to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Institution to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain such insurance.

No Representation of Coverage Adequacy. By requiring insurance herein, Institution does not represent that coverage and limits will necessarily be adequate to protect Manager, and such coverage and limits shall not be deemed as a limitation on Manager's liability under the indemnities granted to Institution in this section.

4.1.2 *Required Insurance Coverage.* Manager shall at its own expense obtain and maintain:

4.1.2.1 *Commercial General and Umbrella / Excess Liability Insurance.* Manager shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than $1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than $1,000,000. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under a Manager contract including the tort liability of another assumed in a business contract. Waiver of subrogation language shall be included. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy.

4.1.2.2 *Commercial Auto Insurance.* For any corporate vehicles in use, Manager shall maintain a Commercial Auto policy with a Combined Single Limit of not

less than $1,000,000; Underinsured and Uninsured Motorists limit of not less than $1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than $10,000. Coverage shall include Non-Owned and Hired Car coverage. Waiver of subrogation language shall be included.

4.1.2.3 *Personal property*. Manager shall purchase insurance to cover Manager's personal property. In no event shall Institution be liable for any damage to or loss of personal property sustained by Manager, even if such loss is caused by the negligence of Institution, its employees, officers or agents. Waiver of subrogation language shall be included.

4.1.2.4 *Workers' Compensation.* Manager shall maintain all coverage statutorily required of the Manager, and coverage shall be in accordance with the laws of Idaho. Manager shall maintain Employer's Liability with limits of not less than $100,000 / $500,000 / $100,000.

4.1.2.5 *Professional Liability*. If available generally to members of the Manager's profession, Manager shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Limits of liability shall be not less than one million dollars ($1,000,000).

4.2 *Indemnification and Hold Harmless.* Manager shall indemnify, defend and hold harmless the State of Idaho, and Institution and its governing board, employees, agents, and assigns, from and against any and all claims, losses, damages, injuries, liabilities and all costs, including attorneys fees, court costs and expenses and liabilities incurred in or from any such claim, arising from any breach or default in the performance of any obligation on Manager's part to be performed under the terms of this Agreement, or arising from any act, negligence or the failure to act of Manager, or any of its agents, contractors, employees, invitees or guests.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, the University shall indemnify and hold harmless Manager, its agents, and employees, 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 possession, operations, or performance under 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 Manager, its agents or assigns, or when the claim or suit is made against Manager by the University, the State of Idaho, or any of its agencies. Manager shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Dr., MS 3162, 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. The University's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. 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.

ARTICLE V

TERMINATION

5.1 *Termination of Contract.* Notwithstanding the provisions of Article I above to the contrary, either party may terminate this Agreement at any time at its election, provided only that at least sixty (60) days written notice of such termination is given to the other party.

5.2 *Obligations Upon Termination.* Upon termination of this Agreement, for whatever reason, each party shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due such other party under the terms of this Agreement, and upon such payment neither party shall have any further claim or right against the other, except as expressly provided hereinafter.

Upon termination for whatever cause, Manager shall, not later than the effective date of termination, deliver to the Institution, copies of documents in its possession necessary or desirable for the operation of the property, including but not limited to: all books, permits, plans, records, licenses, contracts and other documents pertaining to the Property and its operation, all insurance policies, bills of sale, or other documents evidencing title or rights of the Institution.

All personal property of Institution, whether on the premises of the Property or elsewhere, shall be delivered intact to Institution or Institution's representative. The Operating Account provided for in Section 3.9 hereof will be transferred as directed by the Institution. Manager further agrees to do all other things reasonably necessary to cause an orderly transition of the management of the Property without detriment to the rights of the Institution or to the continued management of the Property.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 *Headings.* The headings used herein are for purposes of convenience only and should not be used in constructing the provisions hereof.

6.2 *Notice.* Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

To the Institution: Vice President for Finance and Administration
University of Idaho
875 Perimeter Dr., MS 3168
Moscow, ID 83844-3168
Phone: (208) 885-6174
Fax: (208) 885-5504

with copies to:

Assistant Vice President, Facilities
University of Idaho
875 Perimeter Dr. MS 2281
Moscow, ID 83843-2281
Phone: (208) 885-6246
Fax: (208) 885-9333

and

Associate Vice President & CEO
University of Idaho
322 East Front Street; Suite #350
Boise, ID 83702
Phone: (208)364-4002
Phone: (208) 364-4041 (direct line)
Fax: (208) 364-4084

To Manager: Oppenheimer Development Corporation
877 W. Main St., Suite 700
Boise, Idaho 83702

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.3 *Relationship of the Parties.* It is expressly understood that Manager is an independent contractor and not the partner, or employee of Institution. Manager and Manager's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The relationship between the parties is that of principal and agent, and Manager is governed under the regulations promulgated by the Idaho Real Estate Commission.

6.4 *Covenant of Further Assurances.* The parties hereby agree to execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Agreement.

6.5. *Confidentiality of Information.*

6.5.1 Manager agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to or learned by Manager during the course of this Agreement unless Manager has received the prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:

6.5.1.1 Was in the possession of Manager at the time of disclosure by Institution, directly or indirectly;

6.5.1.2 Is or shall become, through no fault of Manager, available to the general public, or

6.5.1.3 Is independently developed and hereafter supplied to Manager by a third party without restriction or disclosure.

6.5.2 This provision shall survive expiration and termination of this Agreement.

6.6 *Entire Agreement.* This document represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent therewith, supersedes all other prior agreements, representations, and covenants, oral or written. Amendments to this Agreement must be in writing and signed by both parties.

6.7 *Assignment.* Institution shall have the right to assign at its discretion, this agreement and all its rights, duties and responsibilities to the entity or entities who either are owner-occupants in the Idaho Water Center or who are charged with managing the Water Center under the IWC Condominium Declaration. Manager may not assign the rights or delegate the obligations under this Agreement without Institution's prior written consent.

6.8 *Successors and Assigns*. Subject to the limitations concerning assignment, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives and successors.

6.9 *Attorney Fees*. In the event of any controversy, claim or action being filed or instituted between the parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive from the other party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be that party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other party in settlement of claims asserted by that party.

6.10 *Non-Waiver.* The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such

rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

6.11 *Representations and Warranties.* Manager represents and warrants the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations hereunder; (b) that it is able to furnish any of the plant, tools, materials, supplies, equipment, and labor required to complete the services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so; (c) that it is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and has or will obtain all licenses and permits required by law; (d) that in performing the services called for hereunder Manager will not be in breach of any agreement with a third party; and (e) that it has familiarized itself with the local conditions under which this agreement is to be performed.

6.12 *Compliance with Rules, Regulations, and Instructions.* Manager shall follow and comply with all rules and regulations of the Institution and the reasonable instructions of Institution personnel. The Institution reserves the right to require the removal of any worker it deems unsatisfactory for any reason. Manager shall comply with all local, state and federal laws in its performance of this agreement.

6.13 *Time of the Essence.* Time is of the essence of this Agreement.

6.14 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

6.15 *Severability.* Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

6.16 *Appropriations clause*. The Institution's obligations and liabilities 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 Institution for the ensuing fiscal year(s) for the purposes of this Agreement. If the state of Idaho does not appropriate the funds for the purpose of this Agreement, the Agreement shall not renew and shall terminate and neither party shall have any further obligations hereunder

6.17 *Authority.* Institution and Manager hereby certify that each is duly authorized to execute the foregoing Agreement and that the Agreement, when so executed, will be binding upon the Institution and Manager in accordance with its terms and no further authorization is required.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

INSTITUTION: THE REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Ronald Smith

Title: Vice President, Finance and Administration

Date: _____

MANAGER: OPPENHEIMER DEVELOPMENT CORPORATION

By: _____
Jeremy Malone

Title: Vice President

Date: _____

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IDAHO WATER CENTER

FY2015 PROJECTED OPERATING BUDGET

G/L Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	BUDGET 2015
	EXPENSES																
	UTILITIES																
6110	ELECTRICITY				23,018	26,984	26,139	20,951	18,802	15,323	16,758	18,224	11,754	13,550	14,121	16,206	221,830
6120	NATURAL GAS				4	3	2	2	2	12	10	10	10	10	2	2	69
6123	GEOTHERMAL				275	225	255	885	779	4,610	8,604	10,133	7,728	4,855	2,500	1,627	42,476
6130	WATER				3,316	0	4,474	0	1,464	0	630	0	624	0	3,906	0	14,414
6145	SEWER				331	331	331	331	331	331	331	331	331	331	331	331	3,972
6155	TRASH				707	707	707	707	707	707	707	707	707	707	707	707	8,484
6170	TELEPHONE				570	570	570	570	570	570	570	570	570	570	570	570	6,840
	TOTAL UTILITIES				28,221	28,820	32,478	23,446	22,655	21,553	27,610	29,975	21,724	20,023	22,137	19,443	298,085
	JANITORIAL																
6210	JANITORIAL CONTRACT				11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	11,697	140,364
6220	WINDOW WASHING				0	700	0	0	9,950	0	700	0	0	0	9,950	0	21,300
6230	OTHER JANITORIAL CLEANING				750			750		0	750	0	0	750	0	0	3,000
6240	DAY MATRON				2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	2,948	35,376
	TOTAL JANITORIAL				15,395	15,345	14,645	15,395	24,595	14,645	16,095	14,645	14,645	15,395	24,595	14,645	200,040
	MAINTENANCE CONTRACT WAGES																
6310	MAINTENANCE CONTRACT WAGES				13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000
	TOTAL MTNCE. CONTRACT WAGES				13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	156,000
	SUPPLIES																
6410	JANITORIAL				1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	22,800
6420	ELECTRICAL				900	900	900	900	900	900	900	900	900	900	900	900	10,800
6430	PLUMBING				200	200	200	200	200	200	200	200	200	200	200	200	2,400
6440	HVAC				500	500	500	4,000	500	500	500	500	500	500	500	500	9,500
6450	MISCELLANEOUS				250	250	550	250	250	550	250	250	550	250	250	550	4,200
	TOTAL SUPPLIES				3,750	3,750	4,050	7,250	3,750	4,050	3,750	3,750	4,050	3,750	3,750	4,050	49,700

IDAHO WATER CENTER

FY2015 PROJECTED OPERATING BUDGET

G/L Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	BUDGET 2015
	REPAIRS/MAINTENANCE																
6510	HVAC MAINTENANCE CONTRACT				225	225	225	225	225	225	225	2,725	225	225	225	225	5,200
6520	HVAC				2,000	10,000	0	1,000	7,000	0	1,000	0	1,000	1,000			23,000
6530	ELEVATOR MAINTENANCE CONT.				5,863	0	0	7,173	0	0	19,773	0	0	6,273	0	0	39,082
6540	ELEVATORS/LOBBY				0	0	0	0		0	0	0	0	0	0	0	0
6550	COMMON AREAS				0	0	5,000	1,800	0	2,500	0	0	2,500	0	0	2,500	14,300
6560	ROOF REPAIRS				0	300	0	0	300	0	0	300	0	0	300	0	1,200
6570	EXTERIOR REPAIRS				1,000	0	3,000	1,000	0	0	1,000	0	3,000	1,000	0	0	10,000
6575	GEN/FIRE PUMP				0	0	800	0	0	0	0	400	0	0	0	0	1,200
6585	MISCELLANEOUS				0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL REPAIRS/MAINT.				9,088	10,525	9,025	11,198	7,525	2,725	21,998	3,425	6,725	8,498	525	2,725	93,982
	BUILDING SECURITY																
6610	SECURITY				1,691	1,789	1,700	7,473	2,099	1,439	1,284	1,371	1,810	2,070	2,440	1,780	26,946
6620	LIFE SAFETY				0	0	500	7,600	0	500	0	0	500	0	0	500	9,600
6625	FIRE MONITORING				26	26	26	26	26	26	26	26	26	26	26	26	312
6630	MISCELLANEOUS				0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL BLDG. SECURITY				1,717	1,815	2,226	15,099	2,125	1,965	1,310	1,397	2,336	2,096	2,466	2,306	36,858
	LANDSCAPE SERVICES (INCLUDED IN ASSOCIATION FEES?)																
6710	LANDSCAPE MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6720	SPRINKLER SYSTEM MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6730	COMMON AREA PLANTINGS				0	0	0	0	0	0	0	0	0	0	0	0	0
6740	PARKING LOT MAINTENANCE				0	0	0	0	0	0	0	0	0	0	0	0	0
6750	SNOW REMOVAL				0	0	0	100	0	0	0	0	0	0	0	0	100
	TOTAL LANDSCAPE SERVICES				0	0	0	100	0	0	0	0	0	0	0	0	100
	INSURANCE																
6810	PROPERTY INSURANCE				2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	34,080
	TOTAL INSURANCE				2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	2,840	34,080
	TOTAL DIRECT EXPENSES				74,012	76,095	78,264	88,328	76,490	60,778	86,603	69,031	65,320	65,602	69,313	59,009	868,845
	MANAGEMENT FEES																
7100	MANAGEMENT FEES				12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
	TOTAL MANAGEMENT FEES				12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000

IDAHO WATER CENTER

FY2015 PROJECTED OPERATING BUDGET

G/L Act		SQ FT	Rate	Expr	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	BUDGET 2015
	ADMINISTRATIVE COSTS																
7400	PROFESSIONAL DUES/SUBSCRIPTIONS				150	150	150	150	150	150	150	150	150	150	150	150	1,800
7487	PARKING EXPENSE				420	420	420	420	420	420	420	420	420	420	420	420	5,040
7420	OFFICE SUPPLIES				100	150	100	100	150	100	100	150	100	100	150	100	1,400
7430	CONDO ASSOCIATION				1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	1,828	21,936
7490	MISC. EXPENSE				0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL ADMIN. COSTS				2,498	2,548	2,498	2,498	2,548	2,498	2,498	2,548	2,498	2,498	2,548	2,498	30,176
	TOTAL EXPENSES				89,010	91,143	93,262	103,326	91,538	75,776	101,601	84,079	80,318	80,600	84,361	74,007	1,049,021

NOTE: These projections are prepared solely for internal use by Oppenheimer Development Corporation and are based on assumptions and estimates which may change or may be wholly inaccurate. Any other use of this schedule is absolutely unauthorized.

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Bylaws Revision

REFERENCE

August 2011	The State Rehabilitation Council was moved under the purview of the State Board of Education.
April 2012	The Board approved the first reading of Board Policy IV.G. State Rehabilitation Council.
June 2012	The Board approved the second reading of Board Policy IV.G. State Rehabilitation Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G. Idaho State Rehabilitation Council
Section 67-2340 through 67-2347, Idaho Code
Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), sets out the requirements for the State Rehabilitation Council (SRC), including the appointment and composition of the Council. The members of the Council must be appointed by the Governor or, in the case of a State that under State law vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho Code designates the State Board for Professional-Technical Education as that entity. Prior to August 2011, the Governor's office made the appointments to the SRC.

Board Policy, Section IV.G. State Rehabilitation Council, sets out the responsibilities of the Council as well as the membership for the Council and the appointment procedures for those members. The policy, other than general requirements, does not go into great detail regarding how the Council operates. Operations of the Council are outlined in their By-laws. The Councils By-laws were last amended in January 2008, prior to the Council coming under the purview of the Board.

The proposed amendments update the By-laws to reflect this shift as well as current operating procedures of the Council

IMPACT

The revisions to the Bylaws will provide clarification and bring them into

alignment with current practices.

ATTACHMENTS

Attachment 1 – Redlined Version of the updated Bylaws for the Idaho State Rehabilitation Council Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to approve the revised Bylaws of the State Rehabilitation Council as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

~~**Section 1 Bylaws**~~

Idaho State Rehabilitation Council Bylaws~~:~~ Revised **April 2014** ~~January 2008~~

Section 1 Bylaws

ARTICLE I: LEGAL AUTHORITY

Authority for creation and organization of an Idaho State Rehabilitation Council and these Bylaws is granted pursuant to Public Law 102-569, Title I, Section 105 amended, ***and Federal Register Part VI, 34 CFR Part 361.16 - 361.29.*** Written documents shall be established setting out all Council Bylaws and policy approved by the Council. All Bylaws and Policy shall be reviewed at least every three years by the Executive Committee, or any other entity designated by the Executive Committee.

ARTICLE II: TITLE AND SCOPE

Council proceedings, activities, and organization are governed by these bylaws and by the Council's own policies and procedures, which shall be referred to generally as the Bylaws and as Council Policy, respectively, for the Idaho State Rehabilitation Council.

ARTICLE III: PURPOSE

A). ~~-~~ Review, analyze, and advise the ***Idaho*** Division of Vocational Rehabilitation regarding the performance of the responsibilities of the ***Idaho*** Division of Vocational Rehabilitation, particularly responsibilities related to eligibility (including order of selection), the extent, scope, and effectiveness of services provided; and functions performed by State agencies that affect or that potentially affect the ability of individuals with disabilities in achieving rehabilitation goals and objectives under the Rehabilitation Act of 1973 and its amendments:

B). ~~-~~ Advise the ***Idaho*** State Board of Education and the ***Idaho*** Division of Vocational Rehabilitation and assist in the preparation of applications, the State Plan, the Strategic Plan and Amendments to the plans, reports, needs assessments, and evaluations required by Title I of the Rehabilitation Act of 1973 and its amendments:

C). ~~-~~ To the extent feasible, conduct a review and analysis of the effectiveness of, the employment outcomes, and consumer satisfaction with, the functions performed by the designated State agency, vocational rehabilitation services provided by the State agencies and other public and private entities responsible for providing vocational rehabilitation services to individuals with disabilities, who are funded through the Rehabilitation Act of 1973, as amended.

D). ~~-~~ Prepare and submit an annual report to the Governor, the State Board of Education and the Commissioner of Rehabilitation Services Administration on the status of Vocational Rehabilitation programs operated within the State, and make the

report available to the public;

E). Coordinate with other councils within the State, including the Statewide Independent Living Council, the State Special Education Advisory Council, the State Council on Development Disabilities, the State Mental Health Planning Council, and the State Workforce Development Council;

F). Advise the designated State agency and designated State unit in order to provide for coordination and the establishment of working relationships between these entities and the Statewide Independent Living Council and Centers of Independent Living within the State; and

G). Perform such other functions deemed appropriate by the Idaho State Rehabilitation Council that are consistent with Title I of the Rehabilitation Act of 1973 and it amendments.

ARTICLE IV: MEMBERSHIP AND COMPOSITION

Section 1. Composition: Council membership shall be set out in Policies and Procedures and consist of those individuals specified in Public Law 105-220, Title I, Section 105 (b)(1)(A) with a minimum of fifteen (15) members. Council membership must be comprised of a majority of individuals with disabilities.

Section 2. Appointment and Term: Members shall be appointed by the State Board of EducationGovernor and shall serve for a term of three (3) years, not to exceed two (2) consecutive full terms. Members completing two (2) consecutive terms as a representative of a specific group or entity must be off the Council for one (1) complete term (3 years) before being re-nominated to the Council as a representative of another group or entity. The Client Assistance Program representative and the Native American Vocational Rehabilitation Services representative are exempt from term limits.

Section 3. Vacancies: A vacancy occurring in the membership shall be filled by the State Board of EducationGovernor for the unexpired portion of the vacated position. This replacement period shall not be counted toward an individual's two (2) term limitations as discussed in Article IV, Section 2 of these Bylaws.

Section 4: Removal: Members willmay be notifiedterminated from Council membership by the Governor for the following reasons, to inquire whether they would like to remain active on the council: as delineated by written Council policy:

A. Poor Attendance (three consecutive, unexcused absences per year);;
B. Lack of Participation, or
C. Malfeasance in Office

If the member does not respond, the council has the option of recommending to the

State Board of Education to terminate the member's appointment.
~~III-2~~

ARTICLE V: COUNCIL MEETINGS

Section 1. Frequency: The Council shall convene at least four (4) meetings a year, with at least one occurring in each quarter of the year. Quarters shall be defined as Federal fiscal quarters beginning the first day of October.

Section 2. Notice: Written notice of meeting shall be provided to all Council members and shall include time and place of meetings. An annual list of meeting dates and locations shall be presented to the Council at the beginning of each year for approval. Council members must be notified at least thirty (30) days prior to a meeting if changed from the original date as identified on the annual list.

Section 3. Special Meetings: Special meetings of the Council may be called by the Chair with two-thirds (2/3) of the current Council members' consent, ~~or may be called by the Chair upon request of two-thirds (2/3) of the Council's current membership,~~ without the required thirty (30) day written notice.

Section 4. Quorum and Action:

A. A quorum for the transaction of business shall be a simple majority. The act of the majority of those members present shall be the act of the Council. No Council member shall be represented by a non-Council member for voting purposes nor shall a Council member be allowed to cast a vote by written or verbal proxy.

B. Council business shall continue to be conducted when a vacancy occurs in the membership and the Governor is in the process of filling that vacancy.

Section 5. Procedure: All meetings shall be publicly announced and open to the public in accordance with open meeting laws codified in Section 67-2340 through 67-2347, Idaho Code, as amended, and conducted in accordance with Roberts Rules of Order, Revised. If deemed necessary the use of video conferencing or teleconferencing for meetings will be used.

Section 6. Minutes: A written record shall be kept of all Council meetings and made available to the full Council as soon as possible after each meeting and to the public upon request.

ARTICLE VI: COUNCIL ORGANIZATION

Section 1. Council Officers:

A. Election of Officers:

The Council officers shall be a Chair and a Vice-Chair, elected by the membership. Council members seeking nomination for Chair or Vice-Chair shall submit their own names or names of any other Council members with their consent, to the Membership Committee. The Membership Committee shall place before the full Council at their fourth quarter meeting no more than five (5) nominations for election. Voting shall be by written ballot, with accommodations as needed.

B. Terms of Officers:

The Council officers shall serve ~~for~~ terms of two years~~one year~~ and may serve two (2~~three (3~~) consecutive terms as amended. Terms of officers shall coincide with the calendar year (January 1 through December 31~~Federal Fiscal Year (10/01 thru 09/30~~).

C. Duties of Officers:

1. The Chair shall serve as Chief Executive Officer of the Council, call and preside over all Council meetings, appoint~~appointment~~ membership of all Council committees, represent the Council in all coordinating activities, give leadership in general policy-making, and carry out direction of the full Council.

2. The Vice-Chair shall preside in all Council meetings in the absence of the Chair and serve as the Chair of the Membership Committee. The Vice-Chair may also undertake any duties assigned to that office by the Council or delegated by the Chair.

D. Removal:
An officer may be removed for cause with a two-thirds (2/3) majority vote of Council members. Members will respond, to a written mailed ballot, within 30 days. In such a situation, the officer in question shall be given a written statement from the Council stating the reason for the proposed removal from office. The officer in question shall have the opportunity to share information with the Council about the situation and/or to resign prior to the vote.

~~The Council may vote to remove an officer whenever in its judgment, and upon written recommendation by the Membership Committee of the Council, the best interests of the Council would be served by said removal, providing at least two-thirds (2/3) of the current Council membership is in attendance to vote.~~

E. Vacancies

Any vacancies in office shall be filled for the unexpired portion of the term in accordance with Article IV, Section 3.~~1.~~

Section 2. Council Staff~~:~~

Pursuant to Federal law, the Council may employ staff to carry out its functions.

Section 3. Council Committees~~:~~

The Council shall comprise the following standing committees with respective compositions.

A. Executive Committee:

This committee shall exercise the overall governance of the Council subject to Council Bylaws, policies, and any vote at Council meetings.

1. The Executive Committee shall be composed of the Chair, the Vice-Chair, the immediate past Chair, and the Standing~~standing~~ Committee's Chairs. At least one member with a disability shall be a member of the Executive Committee.

2. The Executive Committee~~committee~~ shall be responsible for the fiscal, administrative, and coordinating functions of the Council including budget oversight, personnel oversight, policy recommendations, annual plan compliance, and coordination of all committee activities.

3. The Executive Committee shall act for the full Council between scheduled meetings in situations requiring immediate action as determined by the Council Chair. The full Council at the next Council meeting must review all actions.

B. Membership Committee:

This committee shall consist of the Chair and the Vice-Chair of the Council and at least two (2) Council members at large. The Council members-at-large must be selected/appointed from the membership who do not serve on the Executive Committee. Duties of this committee shall be those specifically set forth in these Bylaws and written Policy and Procedures.

C. Standing Committees:

The Standing committees of this Council shall be: Executive, Membership, State Plan and Finance ~~Review~~, and Survey.

D. Ad Hoc Committees:

When deemed necessary, the Council Chair may establish Ad Hoc Committees whose purpose shall be to study short-term issues of concern to the Council and make recommendations to the Executive Committee~~committee~~ or the full Council.

ARTICLE VII: CONFLICT OF INTEREST

No member of the Council shall cast a vote on any matter that would provide direct financial benefit to the member or otherwise give the appearance of a conflict of

interest under State law.

ARTICLE VIII: COMPENSATION

The Council budget request for the operating year should be justified to the Agency Administration and requested of the Agency, to be received at the beginning of the Federal Fiscal Year (October 1~~10/01~~).

The Council may use funds to reimburse members of the Council for reasonable and necessary expenses of attending Council meetings and performing Council duties (including child care and personal assistance services), and to pay compensation to members of the Council, if such member is employed and must forfeit wages from other employment, for each day the member is engaged in performing the duties of the Council. Procedures and rates for reimbursement and compensation shall be set forth in written policy and procedures.

ARTICLE IX: AMENDMENTS

Any modification of these Bylaws shall be reviewed by the Executive Committee and presented to the full Council within a reasonable time prior to a meeting in which action on the Bylaws shall be taken. All amendments must be approved by at least two-thirds (2/3) of the Council members in attendance.

ARTICLE X: SEVERABILITY

These Bylaws are severable if any Bylaw, or part thereof, or the application of such Bylaw to any member or circumstance, is declared invalid, then it does not affect the validity of the rest of the Bylaws.

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership Appointment

REFERENCE

April 2013	The Board approved appointments to the Council
August 2013	The Board approved appointments to the Council
February 2014	The Board approved appointments to the Council

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G. Idaho State Rehabilitation Council and Federal Regulations 34 CFR§361.

BACKGROUND/DISCUSSION

Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho code designates the State Board for Professional-Technical Education as that entity.

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director of or other individual recommended by the Client Assistance Program;
iv. At least one qualified vocational rehabilitation counselor with knowledge of and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
v. At least one representative of community rehabilitation program service providers;
vi. Four representatives of business, industry, and labor;

vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
xi. At least one representative of the State workforce investment board; and
xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulation specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council, may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has two nominations for Board approval: Lucas Rose to fulfill the federal regulation for a representative of Business/Industry and Labor; and Alison Lowenthal to fulfill the federal regulation for a representative for the Department of Education. The Council also has two members whose terms will expire June 30, 2014; Kathy Buswell and Arnold Cantu, they have both served two full terms on the council and are not eligible to serve additional terms at this time.

IMPACT

The above appointments and resignations will bring the IDVR Advisory Council membership to a total of fifteen (15) with one vacancy on the council for a representative from Business/Industry and Labor. Minimum composition for the council is 15 members.

ATTACHMENTS

Attachment 1 - Current Council Membership Page 5

BOARD ACTION

I move to approve the appointment for Lucas Rose to the Vocational Rehabilitation

State Rehabilitation Council as a representative for Business/Industry and Labor for a term of three years effective July 1, 2014 through June 30, 2017.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

I move to approve the appointment of Alison Lowenthal to the Vocational Rehabilitation State Rehabilitation Council as a representative for the Department of Education for a term of three years effective July 1, 2014 and ending June 30, 2017.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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Members Shall Represent:	Number of Representatives Required	Name	Term Ends	Serving Term # (maximum 2)
Former Applicant or Recipient	Minimum 1	Lonnie Pitt	6/30/2015	1
Parent Training & Information Center…	Minimum 1	Agnela Lindig	6/30/2015	1
Client Assistant Program	Minimum 1	Dina Flores -Brewer	n/a	No Limit
VR Counselor	Minimum 1	Max Sorenson	6/30/2015	1
Community Rehabilitation Program	Minimum 1	Lori Gentillon	6/30/2015	1
Business, Industry and Labor	Minimum 4	Arnold Cantu	6/30/2014	2
		Lucas Rose	ADD	
		VACANT		
		Rachel Damewood	6/30/2017	2
Disability Advocacy groups	No minimum or maximum	Sean Burlile	6/30/2015	2
		Kathy Buswell	6/30/2014	2
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2016	2
		Molly Sherpa	3/31/2017	1
State Independent Living Council	Minimum 1	Robbi Barrutia	6/30/2016	2
Department of Education	Minimum 1	Alison Lowenthal	ADD	
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	n/a	No Limit
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	6/30/2014	No Limit
		David Miles	6/30/2014	No Limit
Workforce Development Council	Minimum 1	Gordon Graff	8/31/2015	1
last updated 05/14/14	Total with additions and deletions = 15			

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SUBJECT

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

REFERENCE

December 6-7, 2007	The Board was provided an update on the Native American Higher Education Committee's progress.
June 20, 2008	The Board approved the Committee moving forward with scheduling future meetings with each of the Tribes and charged the Committee with reviewing how Board policy can meet the underserved need in the communities through advanced opportunities.
February 21, 2013	The Board approved the first reading of Board Policy I.P.
April 18, 2013	The Board approved the second reading of Board Policy I.P.
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.

BACKGROUND/DISCUSSION

The purpose of the Board's Indian Education Committee is "to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serve as a link between the American Indian Tribes".

The Idaho Indian Education Committee consists of 19 members appointed by the Board and includes the following consistent with Board Policy I.P.

- One representative from each of the eight public postsecondary institutions
- One representative from each of the five tribal chairs or designee
- One representative from each of the five tribal education affiliations (K-12)
- One representative from each of the two Bureau of Indian Education schools
- One representative from the State Board of Education, as an ex-officio member

IMPACT

The proposed appointment replace the College of Southern Idaho representative on the Committee.

ATTACHMENTS

Attachment 1 – Current Committee Membership Page 3

STAFF COMMENTS AND RECOMMENDATIONS

In December 2013, the Board appointed Silvia Renova-Gaxiola, representing the College of Southern Idaho (CSI) to the Indian Education Committee. Since that

appointment, Ms. Renova-Gaxiola has left the employment of CSI. Ms. Dani Hansing has been identified by CSI to represent their institution on the committee and is forwarding her name for consideration. If approved, Ms. Hansing would complete the current term which runs from July 1, 2013 – June 30, 2018.

Board staff recommends approval.

BOARD ACTION

I move to appoint Ms. Dani Hansing to the Idaho Indian Education Committee as the College of Southern Idaho representative, effective immediately and to conclude on June 30, 2018.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

State Board of Education
Indian Education Committee

Dr. Yolanda Bisbee is the Director of the College Assistance Migrant Program at the University of Idaho (UI). Term: July 1, 2013 – June 30, 2017.

Selena Grace is the Associate Vice President for Institutional Effectiveness at Idaho State University (ISU). Term: July 1, 2013 – June 30, 2016.

James Anderson is the Vice President for Enrollment Services in the Division of Student Affairs at Boise State University (BSU). Term: July 1, 2013 – June 30, 2018

Bob Sobbotta, Jr. is the Director of Native American/Minority Student Services at Lewis-Clark State College (LCSC). Term: July 1, 2013 – June 30, 2016

Evanlene Melting-Tallow is an Advisor for American Indian students at North Idaho College (NIC). Term: July 1, 2013 – June 30, 2017

Dani Hansing is the New Student Services Coordinator for the College of Southern Idaho (CSI). Term: July 1, 2013 – June 30, 2018

Lori Manzanares is the Director for Student Enrichment at the College of Western Idaho (CWI). Term: July 1, 2013 – June 30, 2016

Jared Gardner is currently an Admissions Counselor at Eastern Idaho Technical College (EITC). Term: July 1, 2013 – June 30, 2017

Jennifer Porter is the chairperson for the Kootenai Tribe. Term: July 1, 2013 – June 30, 2017

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene tribe and serves as the Tribal Chairperson's designee for the Coeur d'Alene tribe. Term: July 1, 2013 – June 30, 2016

Vacant - High School Coordinator for the Coeur d'Alene tribe. Term: July 1, 2013 – June 30, 2016

Joel Moffett was the Vice-Chairman of the Nez Perce tribe and serves as the Tribal Chairperson's designee. Term: July 1, 2013 – June 30, 2018

Joyce McFarland is the Education Manager for the Nez Perce tribe and serves as the K-12 representative for the Nez Perce tribe. Term: July 1, 2013 – June 30, 2018

Tino Batt is a member of the Fort Hall Business Council and serves as the Tribal Chairperson's designee for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2017

Claudia Washakie is the Youth Education Coordinator for the Shoshone-Bannock Tribe and serves as the K-12 representative for the Shoshone-Bannock Tribe. Term: July 1, 2013 – June 30, 2016

Nancy Egan is the Tribal Administrator for the Shoshone-Paiute Tribe and serves as the Tribal Chairperson's designee for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2018

Shana Thomas is the Owhyee Combined School Counselor for the Shoshone-Paiute Tribe and serves as the K-12 representative for the Shoshone-Paiute Tribe. Term: July 1, 2013 – June 30, 2017

Eric Kendra is the Superintendent of the Coeur d'Alene Tribal School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2016

Eric Lords is the Superintendent of the Sho-Ban Jr-Sr High School and serves as the one of the Bureau of Indian Education school representatives. Term: July 1, 2013 – June 30, 2018

BOISE STATE UNIVERSITY

SUBJECT

Alcohol Report and Request for Alcohol Waiver – Stueckle Sky Center

REFERENCE

June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
June 2012	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2012 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2013	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) requests Board approval to provide alcohol service in the Stueckle Sky Center for the 2014 football season, the Famous Idaho Potato Bowl, and the 2015 Spring Game, and, potentially a conference championship game.

Prior to approval of construction of the skybox suites, the Board granted approval for Boise State University to represent that alcohol service would be available in the skyboxes. Based on that approval, the leases with patrons for the suites, club seats and loge seats were all created with the understanding that alcohol service would be available during games in this area of the stadium only. However, such alcohol service is clearly known to be at the sole discretion of the Board.

Boise State utilize campus security, along with the Boise City Police and other law enforcement and civilian officials to control and manage the use of alcohol. Even with sold out games and greater attendance, no serious issues or concerns have been reported. The security plan has been in place for the past several seasons and is updated each year and will remain in place for the coming season. Last year was the sixth year of operation for the Stueckle Sky Center and, as with the first six years of

operation, the Board approved service of alcohol during home football games and the annual bowl game. As with the prior years, no serious issues or concerns were reported.

Boise State University seeks permission to allow alcohol sales to patrons leasing seats in the Stueckle Sky Center on the west side of the stadium for each home Bronco football game, the annual bowl game, the 2015 Spring Game, and potentially a conference championship game. In this secure area, Boise State will allow patrons to purchase food and beverages (non alcoholic and alcoholic). Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the University will conduct these policies under the following conditions, similar to those set by the Board over the last eight years, and consistent with the 2011 amendments to Board policy, for other game day secured areas.

1. The Sky Center is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
2. There is no access from the general seating area into the Sky Center. Further, only patrons who hold tickets to seats in the Sky Center will be allowed into the Sky Center during games.
3. Begin no sooner than three hours prior to kick off and will end at start of the 4th quarter.
4. Two entry points at the North and South Elevator Towers will be manned by security personnel.
5. Security personnel will be located throughout the Sky Center area on each of the four floors monitoring all alcohol policies and patron behavior.
6. Security personnel will not allow patrons to exit or enter the area with any food or beverages.
7. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
8. Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
9. The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of $2,000,000, and to make sure the proper permits and licenses are obtained.
10. No alcohol making or distributing companies may be allowed to sponsor the activities.
11. Boise State University will implement further measures to assure underage drinking does not take place in the Sky Center as shown on the attachment. A list of those measures and defining how the Sky Center is monitored and secured is attached as Exhibit. This security plan was provided to the Board at the Board's request with regard to the 2011 season.

IMPACT

If the Board does not approve the alcohol waiver request, Boise State will not be able to allow alcohol in the Stueckle Sky Center at home football games during the 2014 season.

ATTACHMENT

Attachment 1 – Boise State Security Plan Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as BSU's report regarding service during the 2013/14 football season.

BOARD ACTION

To approve the request by Boise State University to allow the sale of alcohol in the Sky Center during the 2014 home football season, Famous Idaho Potato Bowl, the 2015 Spring Game, and potentially a conference championship game as set forth in this request, and in compliance with Board Policy I.J.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Boise State University
2014 Football Season – Bronco Stadium
Security Plan and Alcohol Report
Stueckle Sky Center -- Caven Williams Sports Complex

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex and Stueckle Sky Center. Security plans for each facility are as follows and will be conducted at each home game for the 2014 season. The plan outlines measures taken to ensure that no underage drinking occurs.

Stueckle Sky Center

There have been no serious incidents regarding the service of alcohol during the 2004 through 2013 seasons.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the activities with the following staffing and security in the building on game day.

Staffing Plan

The following staffing will be implemented. The staff will be instructed that controlling the prevention of underage drinking of alcohol and/or overindulgence of alcohol is high priority.

- Crowd Management Supervisor — Oversee all patron services staff for the SSC
- Assistant Crowd Management Supervisor -- Assists Crowd Management Supervisor in supervision of patron services staff in the SSC

North Elevator Lobby

- Crowd Manager throughout the game. Stationed at entry point. Will check tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Loge level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

South Elevator Lobby

- Crowd Manager throughout the game. Stationed at entry point, checks tickets, ensures alcoholic beverages do not enter or leave the facility and assist with patron services duties.
- Crowd Manager during load in and out that will move to the Club level during the game. Checks tickets, ensures alcoholic beverages do not enter or leave the facility and patron services duties.

Level 3-- Loge Level

- Crowd Manager at the N. stairs stadium to loge level – Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- N Elevator lobby Crowd Manager - Monitors Patrons who enter the Loge Level bar, assists in monitoring alcohol sales at the bar.
- Club Room Bar Crowd Manager -- Monitors the alcohol sales at the bar. Patron Services Duties
- South stairs stadium to loge level Crowd Manager. Ensures guests in the stadium do not enter the Sky Center and SSC patrons do not enter the stadium. Patron services duties.
- Crowd Manager to rove throughout the loge level – Patron services duties, monitors alcohol sales in bar and seating area.

Level 4- Club Level

- Club Room Crowd Manager - Monitors the alcohol sales at the bar. Patron Services Duties
- South Stairwell Crowd Manager - Monitors movement of SSC patrons between the Suite and club level.
- Hallway Crowd Manager - Rove throughout the hall way. Patron services duties, monitors alcohol sales at kiosk.
- Club Lounge Crowd Manager - Monitors alcohol sales in bar area and patron services duties
- North Stairwell Crowd Manager -- Monitors movement of SSC patrons between the Suite and club level.
- Club Area Crowd Manager - Monitors back row of club seating area to ensure the isle remains clear. Patron services duties.
- West Stairs Crowd Manager between 4th and 5th floor-- Monitors movement of SSC patrons between the Suite and club level.
- Crowd Manager to rove between lounge and hallway—Patron services duties and assists in monitoring alcohol sales at bar and kiosk.

Level 5—Suite Level

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.
- North End of Hallway Crowd Manager - Patron services duties and rove hall to monitor patrons in the suites.

Level 6—Press Level

- Club Room Bar Crowd Manager - Monitors the alcohol sales at the bar and Patron Services Duties
- South End Hallway Crowd Manager - Patron services duties and rove hall to monitor patron in the suites.
- North End Hallway Crowd Manager - Patron services duties. Rove hall to monitor patron in the suites.

Policies

- SSC is enclosed and totally separate from the general seating areas and alcohol service will only be available to patrons with tickets in the Sky Center.
- There is no access from the general seating area into SSC. Only patrons who hold tickets to seats in the SSC will be allowed into the Sky Center during games.
- The sale of alcohol will begin no sooner than three hours prior to kick off and will end at the start of the 4th quarter.
- Security personnel will not allow patrons to exit or enter the area with any food or beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.
- The official food sponsor will be required to insure and indemnify the State of Idaho, the State Board of Education, and Boise State University for a minimum of $2,000,000, and to make sure the proper permits and licenses are obtained.
- No alcohol making or distributing companies may be allowed to sponsor the activities.
- Each suite in the SSC shall have a sign displayed prominently with the following statement:

Laminated info sheet included in all suites placed on refrigerator.

Boise State University has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. To continue to provide this service, we will need your help and cooperation.

- Please drink responsibly.
- The University will enforce a **zero tolerance policy** on **alcohol abuse** and **underage drinking** that could result in removal from the Sky Center and revocation of game tickets.
- Underage drinking is against the law and is not allowed anywhere in the Stueckle Sky Center.
- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons are not allowed to enter or exit the Stueckle Sky Center with any food or beverage.

"It is a privilege for us to serve alcohol in the Stueckle Sky Center"
Have a great Game Day, GO BRONCOS!

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BOISE STATE UNIVERSITY

SUBJECT

Alcohol Report and Request for Pre-game Alcohol Waiver – Caven Williams Sports Complex

REFERENCE

June 2011	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2011 football season as well as alcohol service in the Sky Center for home football games and the Humanitarian Bowl.
June 2012	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2012 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2013 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.
June 2013	Board approved a request to establish secure areas for pregame activities that serve alcohol for the 2013 football season as well as alcohol service in the Sky Center during home games, Famous Idaho Potato Bowl, and the 2014 Spring Game and the Caven Williams Sports Complex for home football games and the Famous Idaho Potato Bowl.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University requests Board approval to provide alcohol service in the Caven Williams Sports Complex prior to each home football game for the 2014 Bronco season, a potential conference championship game, and the Famous Idaho Potato Bowl Game for the purpose of allowing corporate sponsors. In the secure area, corporate sponsors and invited guests may purchase food and beverages (non-alcoholic and alcoholic) from the University's official food service provider.

For the past nine football seasons, the Board has granted permission under Policy, I.J., to allow service of alcohol on campus in conjunction with Bronco home football games and the Idaho Famous Potato Bowl.

Boise State University utilizes campus security, along with the Boise City Police and other law enforcement and civilian officials to control and manage the service of alcohol. Even with and greater attendance, no serious issues or concerns have been reported. Boise State will have the same or an enhanced security plan that has been in place for the past nine seasons for the coming season.

For good weather, a secure area may be established on the east patio of the Cavern Williams Sports Complex where alcohol would be served. This reflects what has been approved previously approved by the Board for the 2009 through 2013. For inclement weather, or as an alternative option, the secure alcohol area will be set up inside the Cavern Williams Sports Complex, separated by secure fencing from the rest of the Corporate Hospitality area. This is consistent with what was approved by the Board and implemented for the 2010 season through the 2013 season.

As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy, including the 2011 amendments to Board policy, regarding alcohol service. In addition, the University will conduct the pre-game activities under the following additional conditions:

1. All who enter the Caven Williams Sports Complex must be an invited guest.
2. Event begins three hours prior to kick off and ends at the start of the game.
3. The Caven Williams Sports Complex will be secured to control access to and from the area.
4. There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
5. One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identify attendees over the age of 21.
6. There will be no more than two entry points into the area where beer and wine is sold manned by security personnel who will check wristbands.
7. Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
8. No alcohol making or distributing companies will be allowed to sponsor the event.
9. Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
10. The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
11. Companies involved in the corporate hospitality area will be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.

IMPACT

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2013 seasons. This proposal creates a secure area

where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. These types of functions are beneficial to the University and sponsor and donor cultivation opportunities. Entry to the corporate hospitality area is by written invitation only.

ATTACHMENT

Attachment 1 – Security Plan / Alcohol Report Page 3
Attachment 2 – Caven Williams Patio Option Page 7
Attachment 3 – Caven Williams Indoor Option Page 8

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as BSU's report regarding service during the 2013/14 football season.

BOARD ACTION

I move to approve the request by Boise State University to allow alcohol service during the 2014 football season in the Caven Williams Sports Complex as submitted in Attachment 2 and 3 and under the conditions outlined in Board Policy Section I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes ____ No ___

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Boise State University
2014 Football Season – Bronco Stadium
Security Plan and Alcohol Report
Caven Williams Sports Complex

The following report addresses security for alcohol service at Boise State Football games in the Caven Williams Sports Complex. Security plans for the facility are as follows and will be conducted at each home game for the 2014 season. The plan outlines measures taken to ensure that no underage drinking occurs.

Caven Williams Sports Complex

There have been no serious incidents regarding the pre-game service of alcohol during the 2005 through 2013 seasons. We will create a secure, indoor, area where alcohol consumption can be monitored and contained. The area will be a restaurant-type atmosphere for corporate events. As with the previous years, Boise State University will provide all the control measures and follow all requirements of Board policy regarding alcohol service. Also, the university will conduct the pre-game activities under the following conditions:

Caven Williams Game Day Staffing

- Two Crowd Managers at front entrance checking individual passes to all that enter. This is an invited guest only event and no one will enter facility without proper credentials
- Two Aramark employees (TIPS trained) will check ID's and issue color coded wrist band
- Crowd Manager checking for color coded wrist band stationed at entrance to over 21 area.
- Crowd Manager roaming entire area checking for color coded wrist band and patron behavior
- Two Bronco Sports properties employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- Three Bronco Sports Marketing employees roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary
- One Boise State University Operations employee roaming throughout facility identifying any problems that may occur. Will notify security personnel when necessary. Also responsible for checking entrances to secure building ensuring that no one is present without proper credentials.

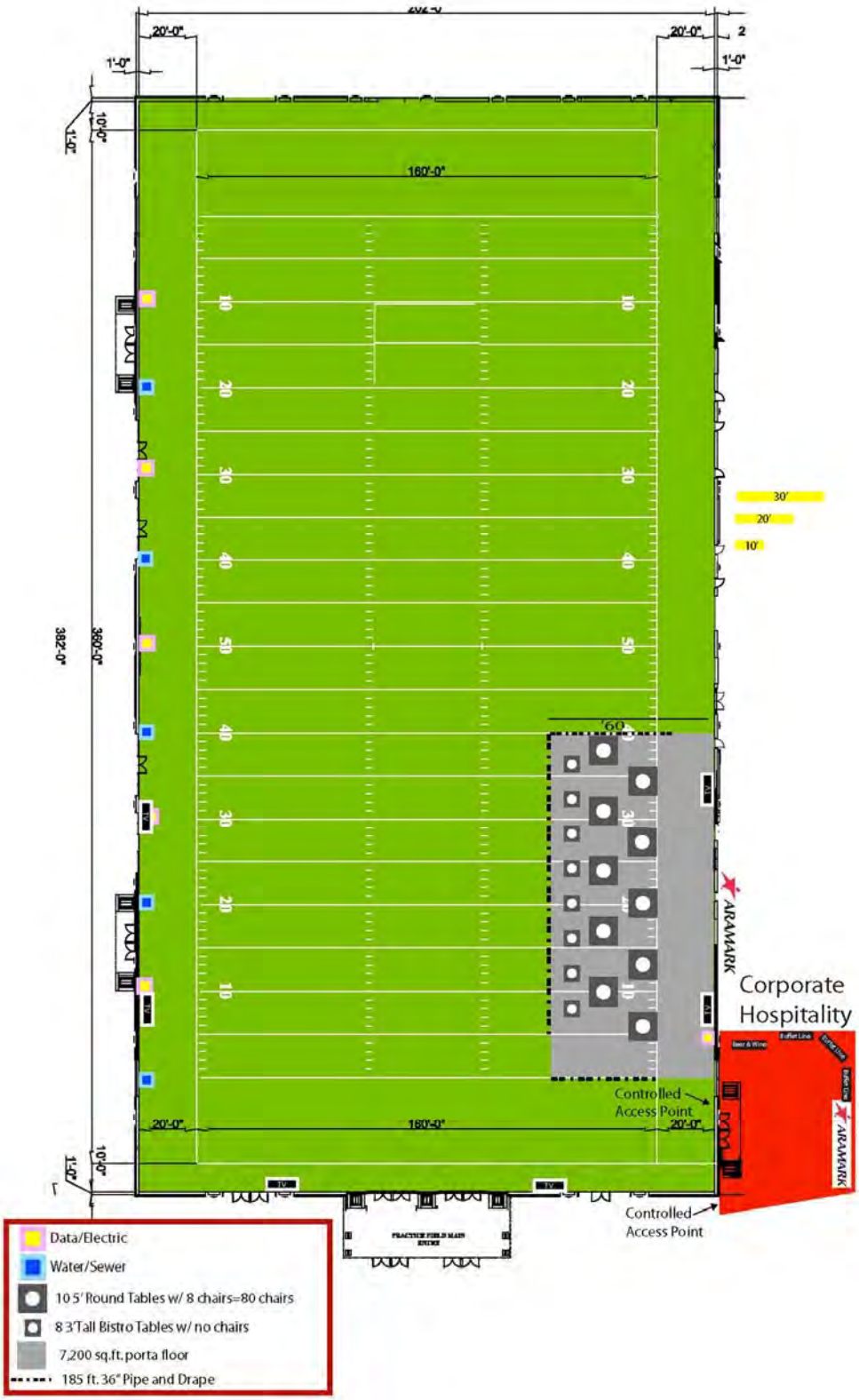
Policies for Facility

- All who enter the Caven Williams Sports Complex must be an invited guest.
- Event begins three hours prior to kick off and ends at the start of the game.

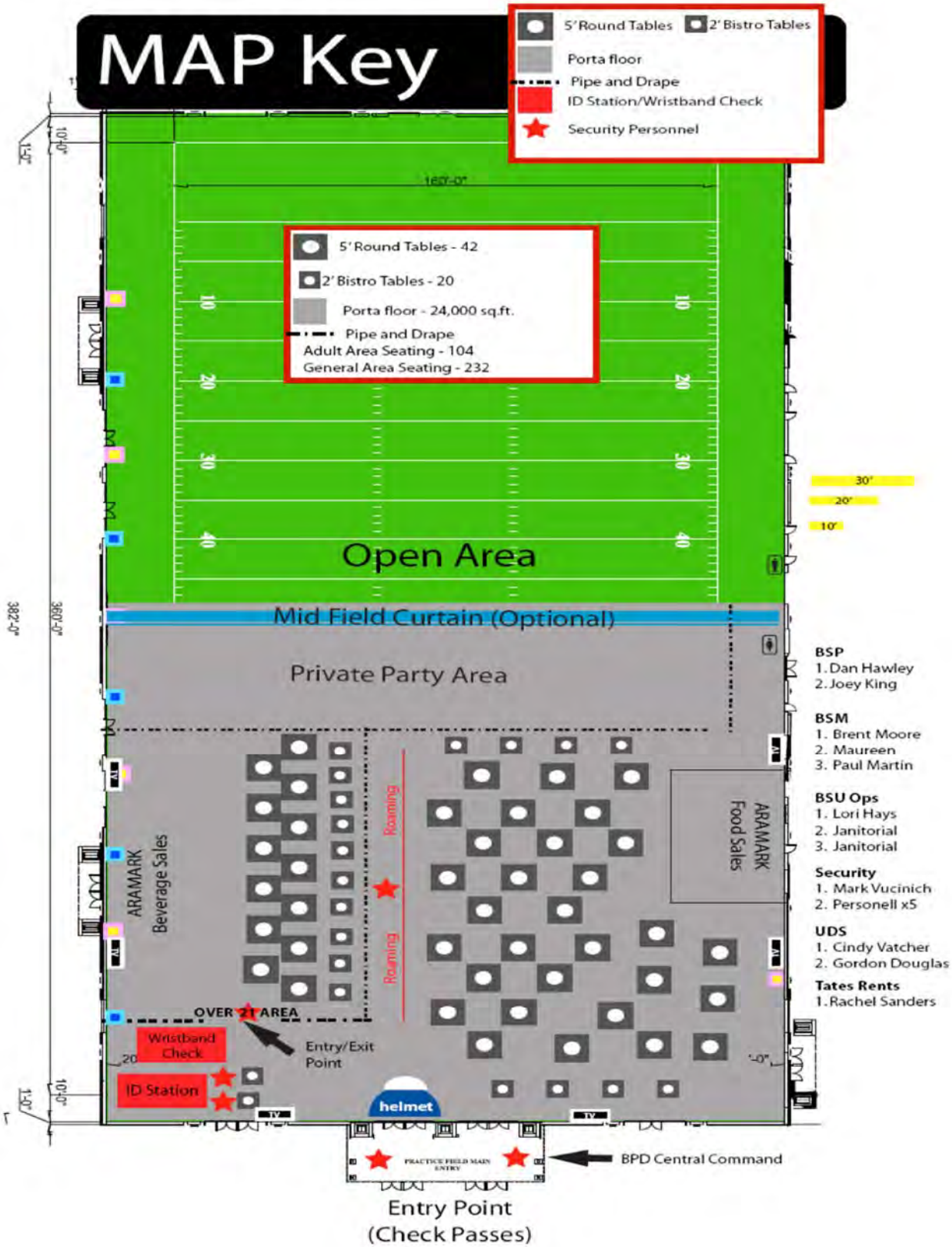
- The Caven Williams Sports Complex will be secured to control access to and from the area.
- There will be one entry point into the Caven Williams Sports Complex manned by security personnel who will check for corporate hospitality invitations of all patrons entering the facility.
- One ID station will be provided, located inside the facility, where ID's will be checked and special colored wrist bands will be issued to identity attendees over the age of 21.
- Proper sized fencing separating over 21 area will to be approved by university so that no under-age patrons can enter area
- There will be one entry point into the area where beer and wine is sold manned by security personnel who will check wristbands.
- Security personnel located throughout the area will be monitoring all alcohol wristband policies and patron behavior.
- Security personnel will not allow patrons to exit or enter the secured area with any alcoholic beverages.
- The Boise State University campus food provider (Aramark) will carry the alcohol license and insurance and will provide TIPS trained personnel to monitor the sale and consumption of all alcohol to those of legal drinking age only.
- No alcohol making or distributing companies may be allowed to sponsor the event.
- Companies involved in the corporate hospitality area would be sent a letter outlining the Caven Williams Complex Corporate Hospitality Area/SBOE alcohol policy. The letter will state that the minimum drinking age in Idaho is 21 and that at no time should they allow any underage drinking and/or serving of alcohol to visibly intoxicated patrons.
- The area is for sponsors to entertain clients/guests for the fall 2013 home football games.
- Boise State will abide by all terms and conditions of the Board's existing alcohol policy.

Attached is the map of the facilities in the Caven Williams Sports Complex and how it will be configured for the game day events

Cavern Williams Sports Complex
Patio Option – Clement Weather



Cavern Williams Sports Complex
Alternate option/inclement weather



IDAHO STATE UNIVERSITY

SUBJECT Request for Pre-game Alcohol Service Approval

REFERENCE

June 2007	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2007 football season.
August 2008	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2008 football season.
June 2009	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2009 football season.
June 2010	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2010 football season.
June 2011	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2011 football season.
June 2012	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2012 football season.
June 2013	Board approved a request to establish secure areas for pre-game activities that serve alcohol for the 2013 football season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Board policy does not allow service of alcohol on campus in conjunction with athletic events without express approval. Idaho State University requests Board approval to establish a secure area on the West side of Holt Arena, prior to the September 13, 2014 and November 22, 2014 Bengal home football games. In this secure area, the Idaho State University Foundation will host an invitation-only event during which invited donors and alumni will be allowed to purchase food and beverages (non-alcoholic and alcoholic). The alcoholic beverages will be sold and served by a licensed provider and the University's official food service provider. The Idaho State University Foundation will provide control measures and follow all requirements of Board policy regarding alcohol service. The University will conduct the pre-game activities under the following conditions:

1. A secured area surrounded by a fence to control access to and from the area.
2. Three-hour duration, ending at kick-off.

3. Alcohol making or distributing companies will not be allowed to sponsor the activities or tents.
4. A color-coded wrist band or pass admission system will identify attendees and invited guests. No one under legal drinking age will be admitted.
5. All corporate partners involved in the pre-game location will be sent a letter outlining pre-game location and the Board alcohol policy. The letter will state the minimum drinking age in Idaho is 21 and that at no time should they allow underage drinking and/or serving of alcohol to visibly intoxicated persons.
6. One entry/exit point, which will be manned by security personnel.
7. Security personnel located throughout the controlled area will be monitoring the alcohol wristband policy and patron behavior.
8. Security personnel will not allow patrons to exit the area with alcoholic beverages.
9. Tent sponsors will be required to insure and indemnify the State of Idaho, the State Board of Education and Idaho State University for a minimum of $2,000,000 and to make sure that the proper permits and licenses are obtained.
10. The area is for sponsors to entertain clients/guests during home football games, including sales and service of alcohol for the two requested dates.

A review of the events will be brought back after the conclusion of the season before consideration will be given to any future requests for similar activities on home football game days.

IMPACT

If the Board does not approve the alcohol waiver request, the Foundation will not be able to include the sale of alcohol on campus at the home football games described above.

ATTACHMENTS

Attachment 1 – Arial View of Designated Area – Holt Arena Page 5
Attachment 2 – Interior Floor Plan – Holt Arena (Bennion Room) Page 6
Attachment 3 – Football Pre-Game Tailgate Control Area Page 7

STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as ISU's report regarding service during the 2013/14 football season.

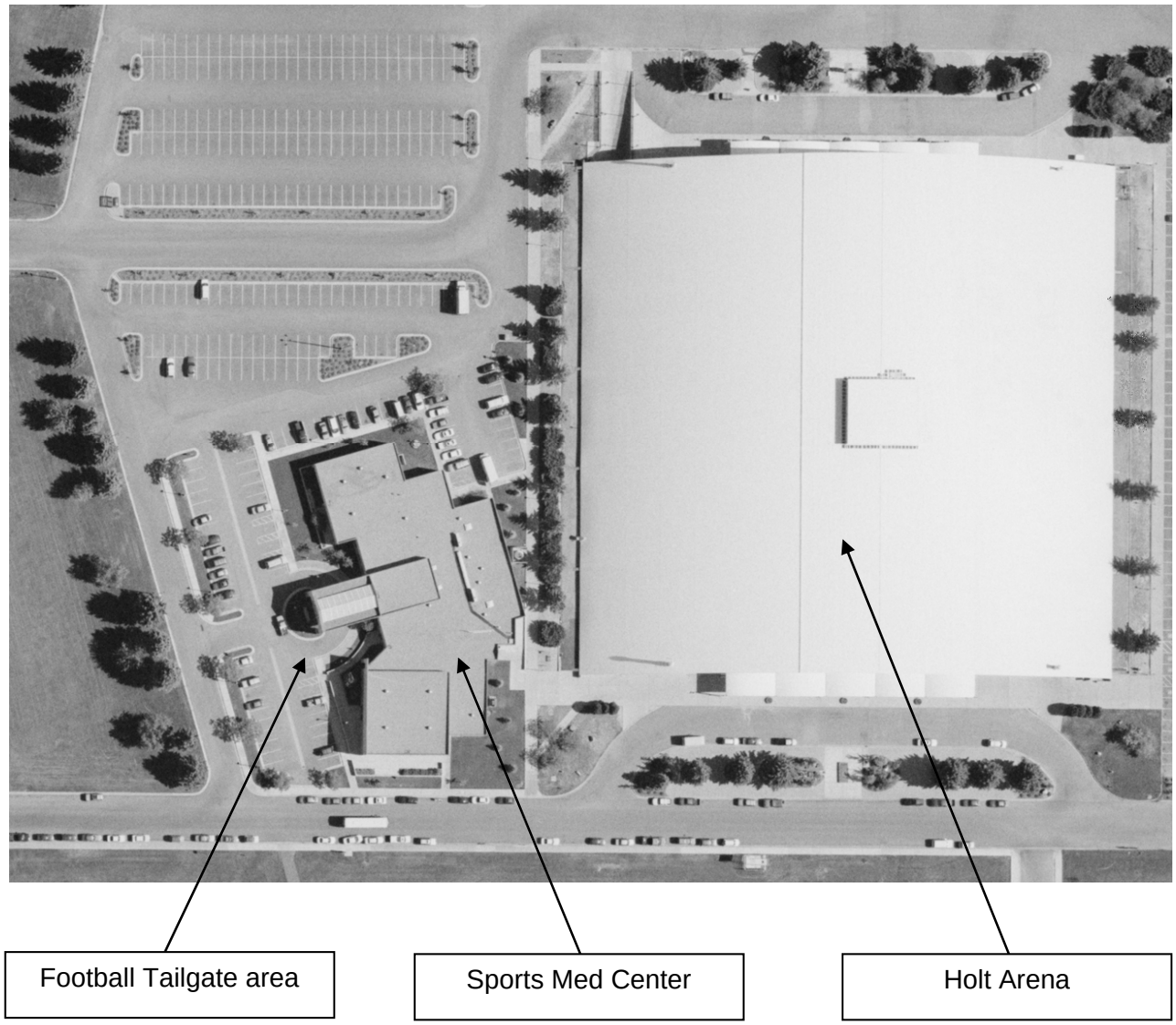
In the past, ISU has requested approval during all home football games during the season, this request is specific to the games scheduled to be played on September 13th and November 22nd, 2014.

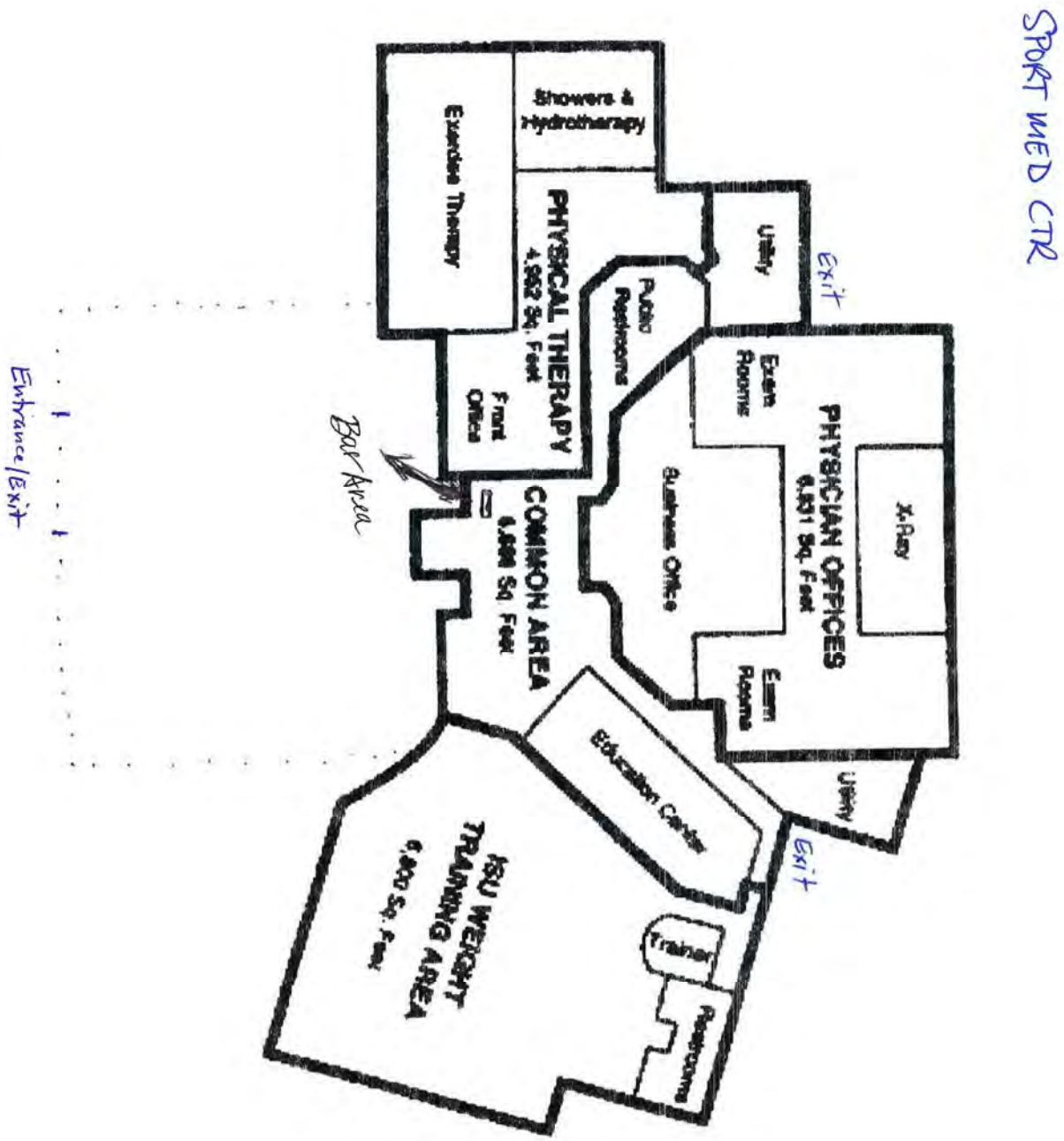
BOARD ACTION

I move to approve the request by Idaho State University to establish secure areas as specified in Attachment 2 and 3, for the purpose of allowing alcohol service during pre-game activities in full compliance with Board Police I.J. during the September 13, 2014 and November 22, 2014 Bengal home football games.

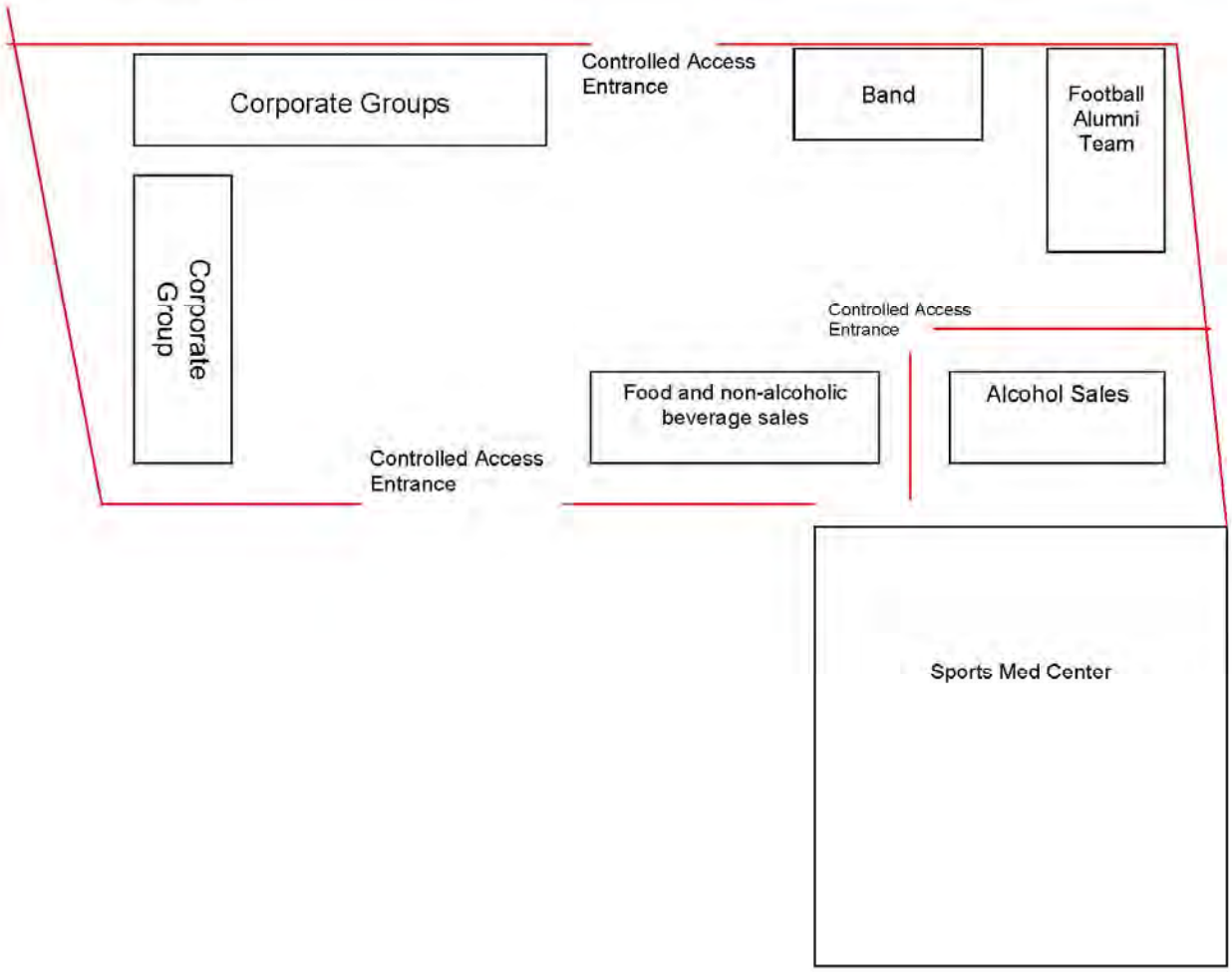
Moved by _____ Seconded by _____ Carried Yes _____ No _____

Aerial View of Holt Arena and Sports Med Center




SPORT MED CTR
Showers & Hydrotherapy
Exercise Therapy
PHYSICAL THERAPY
4,952 Sq. Feet
Utility
Exit
Public Restrooms
Front Office
Exam Rooms
PHYSICIAN OFFICES
6,831 Sq. Feet
X-Ray
Business Office
Exam Rooms
Utility
Exit
Bar Area
COMMON AREA
6,666 Sq. Feet
Entrance/Exit
Education Center
ISU WEIGHT TRAINING AREA
6,800 Sq. Feet
Trainer
Restrooms

Football Pre-Game Tailgate



UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests Board approval to establish secure areas for the purpose of allowing pre-game activities that include the service of alcohol for the 2014 football season.

REFERENCE

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 19, 2008	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during

	these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 18, 2009	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2009	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas
June 17, 2010	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2010 football season respectively.
Fall 2010	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas
April 21, 2011	Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events.
April 19, 2012	University report on service of alcohol at NCAA football games pursuant to revised SBOE/Regents Policy I.J.2.c.x – no serious issues or concerns related to service of alcohol.
June 21, 2012	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2012 football season.
Fall 2013	There have been no serious issues or concerns related to the service of alcohol at pre-game events during the 2013 fall football season.

APPLICABLE STATUTE, RULE, OR POLICY

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

BACKGROUND/DISCUSSION

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks approval from the Board to continue its prior practice whereby in the secure areas, patrons may purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, as part of home football pre-game activities. The university will follow all requirements of Board policy regarding alcohol service, and will conduct the pre-game events under the conditions set out in Board policy I.J.2.

With respect to admission of persons under the legal drinking age (and per Board/Regents Policy I.J.2.iii.(1)) the university seeks approval to allow responsible adults who have been invited to a pre-game event to bring minor children and guests for whom the adults will be responsible. As per Board/Regents policy I.J.2. iii.(1) a color-coded wrist band system will serve to identify all authorized attendees and invited guests, with a separate wrist band clearly identifying those of drinking age. Underage children will not be allowed to consume or possess alcoholic beverages. This system has been in place for prior university pre-game events and it has promoted a family atmosphere at these events. There have not been any alcohol incidents arising from the presence of minors at these events.

There have been no serious incidences regarding the pre-game service of alcohol. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

In managing its pre-game functions, the UI seeks to provide a family oriented, safe, fun, and exciting atmosphere that promotes attendance and enhances the game experience.

The secure areas where food and beverage service (including alcoholic beverages) will take place are:

- North Kibbie Field – this area will be available for Corporate Tents to provide an opportunity for corporate sponsors to reward employees and say “thank you” to valued customers by hosting private functions. This area is located on the north lawn adjacent to the ASUI-Kibbie Dome.

- Student Activities Field – This area will be available for Corporate Tents and for the “President’s Circle Pre-Game Function” which is provided for invited guests and allows the university leadership to mix with the guests. .

- University Commons Building (Food Court and adjacent Whitewater and Clearwater rooms) – this area will be available as an alternative location for the President’s Circle Pre-Game Function if and when weather renders use of a tent impractical.

- Menard Law Building first floor foyer – this area will be available as an alternative site for the university’s athletic marketing agent (Learfield) to entertain clients and corporate sponsors of athletic events if and when weather renders use of a tent impractical.

Service of alcohol at the North Kibbie Field and the Student Activities Field areas will be through tents placed in those areas creating a controlled area for monitoring attendance and consumption, with service limited to the tents and no alcohol allowed to leave the tents. Service of alcohol at the University Commons Building will be limited to the Whitewater and Clearwater rooms directly adjacent to the food court area with service limited to the interior of those rooms and no alcohol allowed to leave those rooms. Service of alcohol in the Menard Law Building foyer will be limited to the foyer area which will be cordoned off with access limited to the two front doors.

IMPACT

Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2013 seasons where service has been approved. The UI creates a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive, and fans appreciated the opportunity to participate in pre-game events. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

ATTACHMENTS

Attachment 1 – Maps and Drawings of Service Areas Page 5

STAFF COMMENTS AND RECOMMENDATIONS

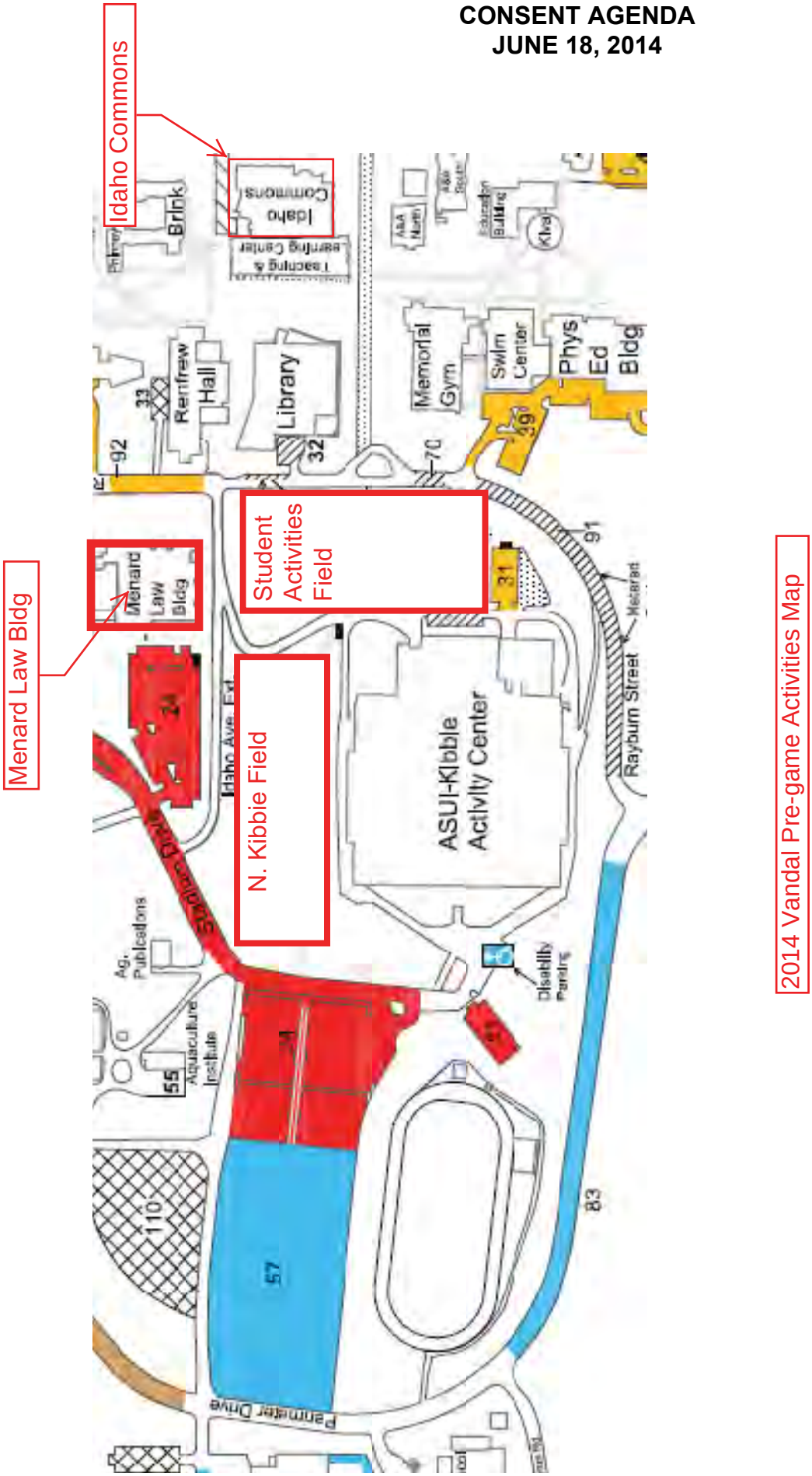
Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2013/14 football season.

In 2013 UI requested service in three locations, North Kibbie Field, Student Activities Field, and Menard Law Building. The 2014 request expands the area of service to a fourth location, the Idaho Commons Building.

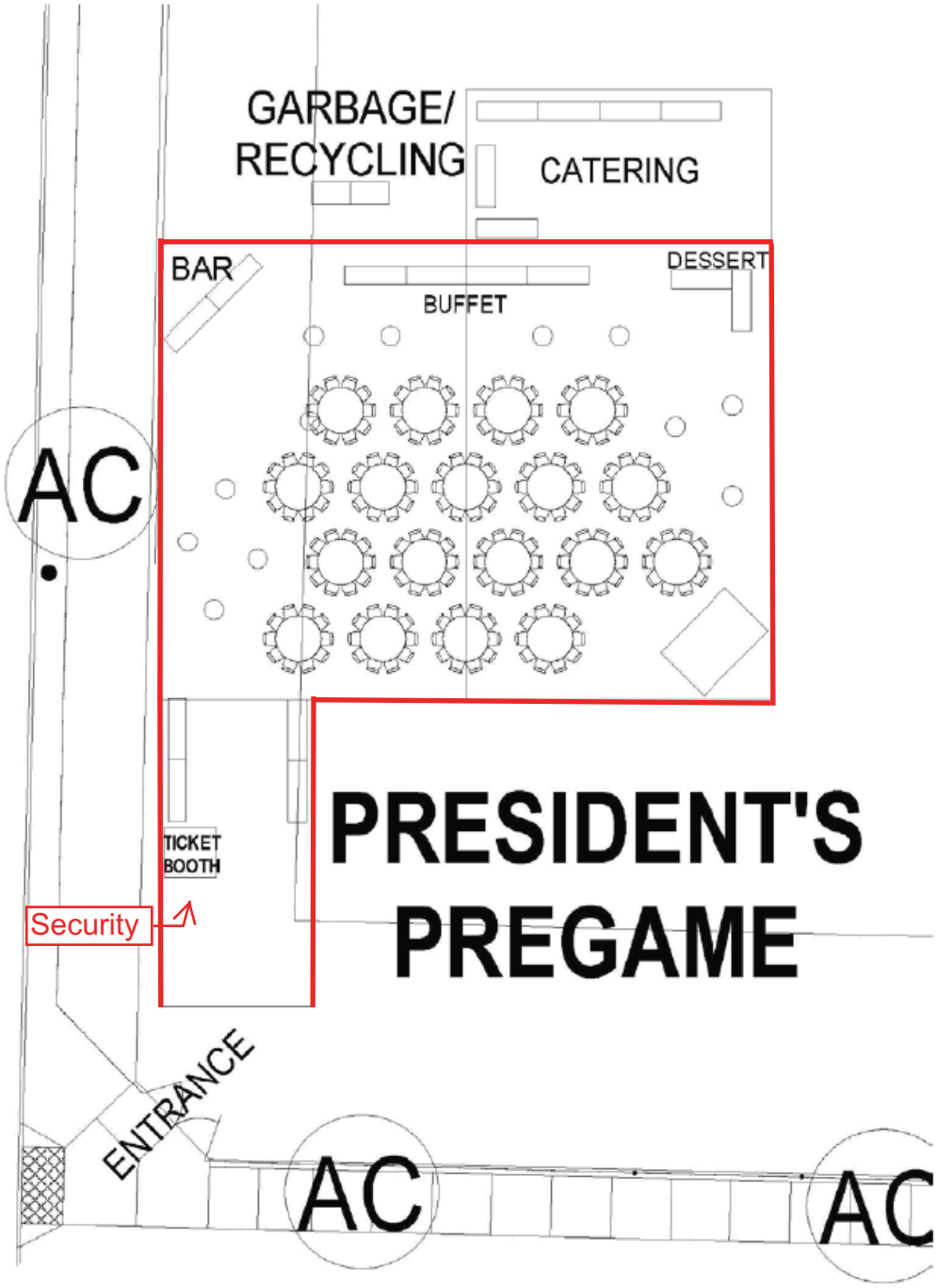
BOARD ACTION

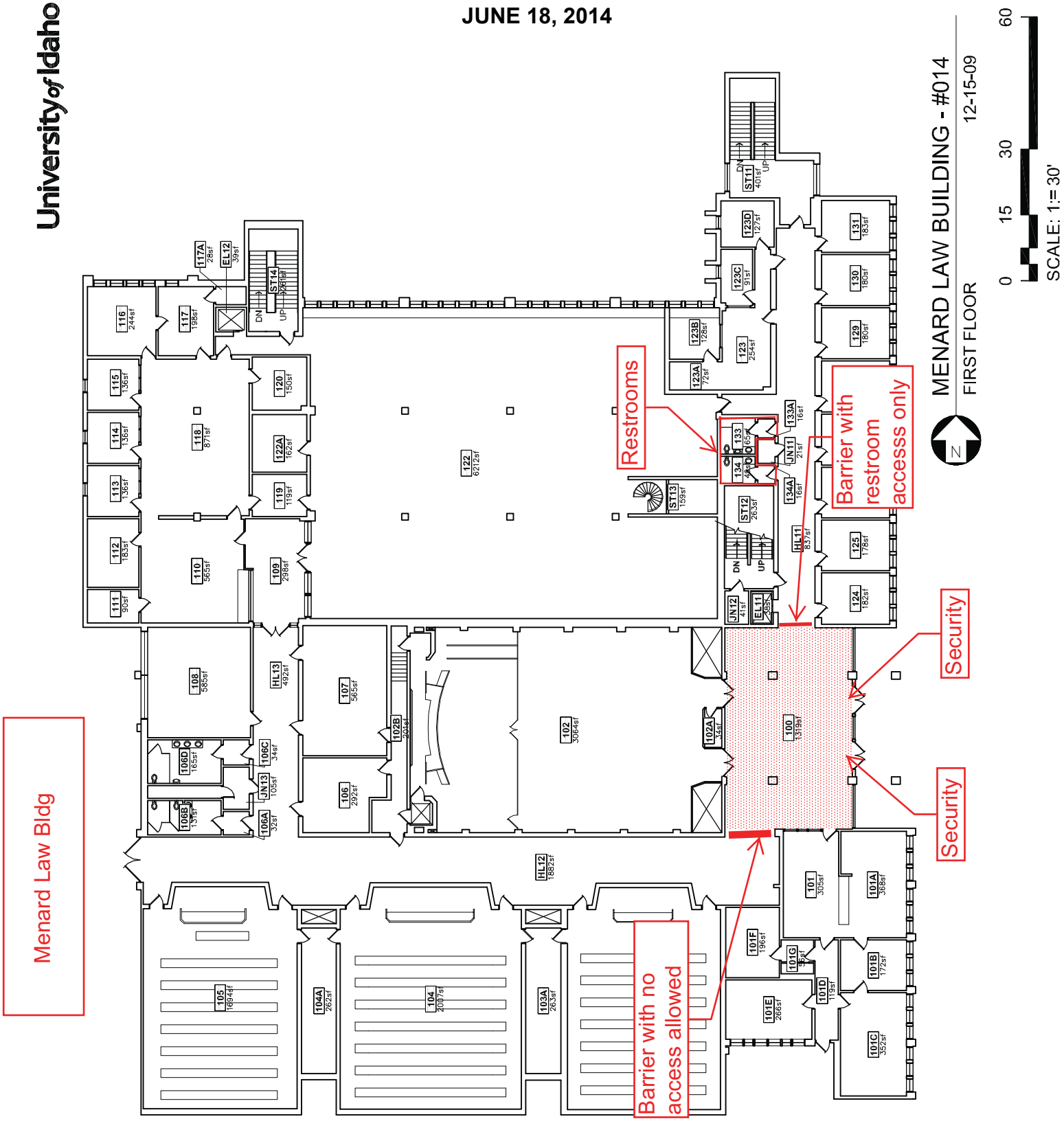
I move to approve the request by the University of Idaho to allow alcohol service during the 2014 football season in the North Kibbie Field, Student Activities Field, Idaho Commons Building and the Menard Law Building foyer under the conditions outlined in Board policy section I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes ____ No ___



2014 Vandal Pre-game Activities Map


GARBAGE/
RECYCLING
CATERING
BAR
DESSERT
BUFFET
AC
TICKET
BOOTH
Security
PRESIDENT'S
PREGAME
ENTRANCE
AC
AC


University of Idaho
MENARD LAW BUILDING - #014
FIRST FLOOR
12-15-09
SCALE: 1:= 30'
0
15
30
60
Menard Law Bldg
Restrooms
Barrier with restroom accesss only
Security
Security
Barrier with no access allowed
100
101
101A
101B
101C
101D
101E
101F
101G
102
102A
102B
103A
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133A
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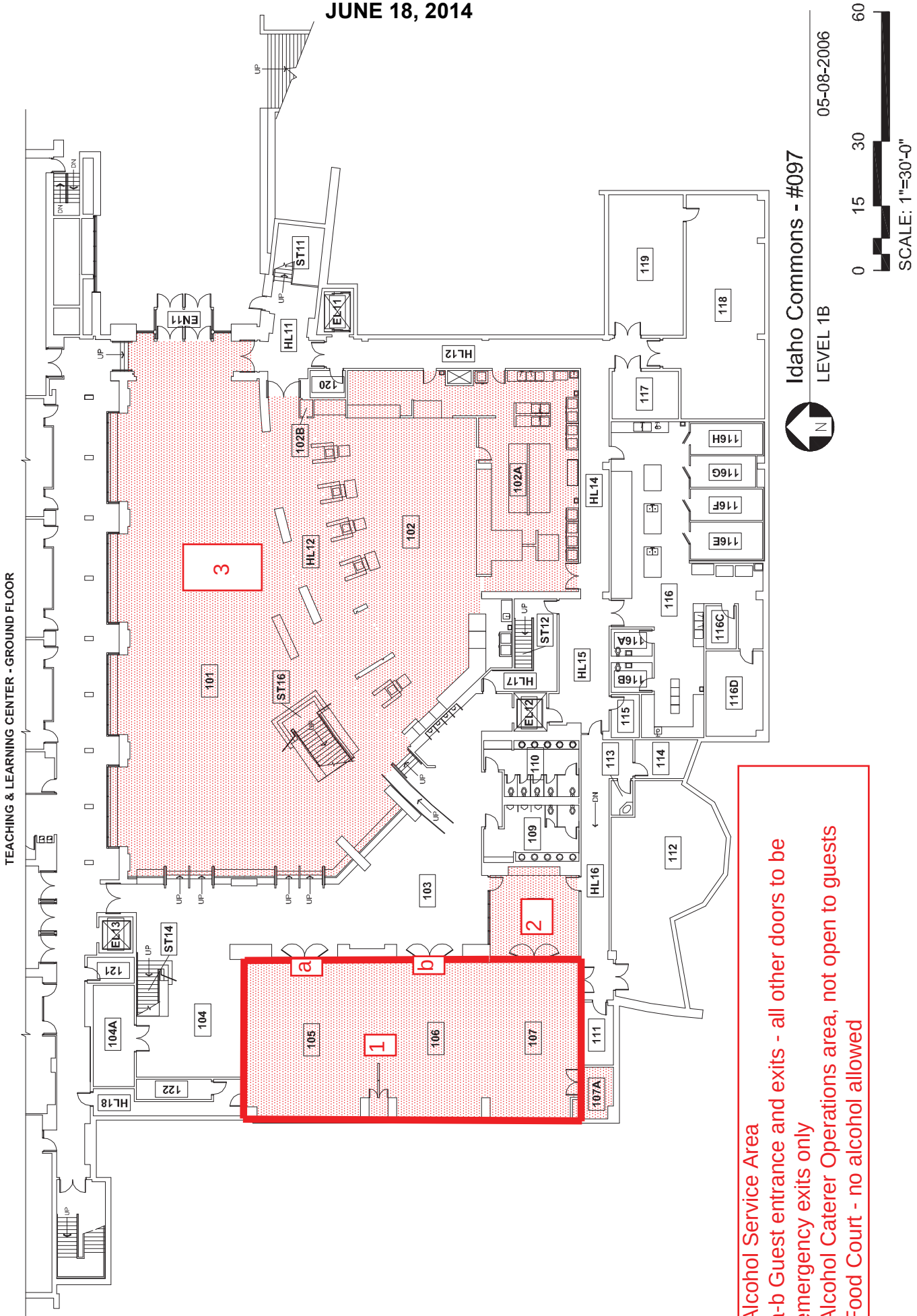
134A
HL11
HL12
HL13
JN11
JN12
JN13
EL11
EL12
ST11
ST12
ST13
ST14
DN
UP

University of Idaho

University Commons Bldg



1 - Alcohol Service Area
a-b Guest entrance and exits - all other doors to be emergency exits only
2 - Alcohol Caterer Operations area, not open to guests
3 - Food Court - no alcohol allowed

UNIVERSITY OF IDAHO

SUBJECT

Request for approval of sale of alcohol - Litehouse Center/Bud and June Ford Club Room (Center)

REFERENCE

August 12, 2004	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2004 football season.
March 10, 2005	Board approved a request by UI to establish secure areas for pre-game activities that serve alcohol for 2005 football season.
March of 2005	President White reported that there had been no serious incidences regarding the pre-game service of alcohol, and further noted that the UI created a restaurant-type atmosphere within the secure areas.
August 2005	Following discussion regarding the presence of supervised minors in the alcohol service areas, the Board amended policy Section I.J. to specifically allow for the persons of the lawful age to consume alcohol to be accompanied by youth for whom they are responsible in the secure alcohol service areas, provided the youth remain at all times under the supervision and control of the individual of lawful age.
August 10, 2006	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2006 football season.
Fall 2006	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
August 9, 2007	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2007 football season.
Fall 2007	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 19, 2008	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2008 football season.
Fall 2008	There have been no serious issues or concerns related to the service of alcohol at pre-game events during

	these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 18, 2009	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2009	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
June 17, 2010	Board approved the request by UI to establish secure areas for pre-game activities that serve alcohol for 2009 football season respectively.
Fall 2010	There have been no serious issues or concerns related to the service of alcohol at pre-game events during these years. A wristband policy is in place to better supervise minors in the alcohol service areas.
April 21, 2011	Board approval of revisions to SBOE/Regents Policy I.J. relating to service of alcohol at institution events and within institution stadium suite areas.
April 19, 2012	University report on service of alcohol at NCAA football games pursuant to revised SBOE/Regents Policy I.J.2.c.x – no serious issues or concerns related to service of alcohol.
June 21, 2012	Board approved the request by UI to authorize alcohol service during the 2012 football season and during the spring 2013 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room under the conditions outlined in Board Policy I.J. subsection 2.c.
Fall 2013	There have been no serious issues or concerns related to the service of alcohol at pre-game events during the 2013 fall football season or during the 2014 spring scrimmage game.

APPLICABLE STATUTE, RULE, OR POLICY

SBOE Policy I.J – Use of Institutional Facilities and Services With Regard to the Private Sector

BACKGROUND/DISCUSSION

The current Board policy provides that Idaho institutions may seek approval for the sale or consumption of alcoholic beverages in conjunction with NCAA football games.

The UI seeks permission to allow ticketed and authorized patrons in the Center to purchase food and beverages (non alcoholic and alcoholic) from Sodexo, the university's official food service provider, before and during home football games in the 2014 football season as well as for the 2015 Spring Football Scrimmage

Game for the Litehouse Center/Bud and June Ford Club Room (Center) in the ASUI-Kibbie Activity Center (ASUI-Kibbie Dome). The university will follow all requirements of Board policy I.J.2.c regarding alcohol service in conjunction with home football games.

The Center is an enclosed secured area within the ASUI-Kibbie Activity Center which is separate from general ticketed seating areas and which will only be available to patrons with tickets to the Center. There is no access from the general seating area into the Center and only patrons who hold tickets to seats within the Center will be allowed into the Center during games. All entry points to Center Suites and the Center Clubroom area (identified in the attached drawings) will be staffed with trained security personnel. In addition, Security Personnel will be located within the Center to monitor activities within the suites and clubroom The university's food service provider (Sodexo) will provide the alcohol license and will provide TIPS trained personnel to conduct the sale of all alcoholic beverages in conjunction with Sodexo's provision of food and non-alcoholic beverages.

The university and Center Patrons will abide by all terms and conditions of the Board policy and any other conditions place by the Board. Violation of Board policy of additional conditions by Center Patrons will result in action by the university up through removal from the Center and forfeiture of Center game tickets.

IMPACT

Service of alcohol within the Center is an extension of the university's pre-game and game-day activities surrounding home football games. Again there have been no serious incidences regarding the pre-game service of alcohol during the 2004 through 2013 seasons and 2014 spring scrimmage game where service has been approved. The UI continues to strive for a restaurant-type atmosphere within the secure areas. Feedback on the events has been very positive. These types of functions are beneficial to the university and are strategic friend- and fund-raising opportunities.

ATTACHMENTS

Attachment 1 – Maps and Drawings of the Center Page 5

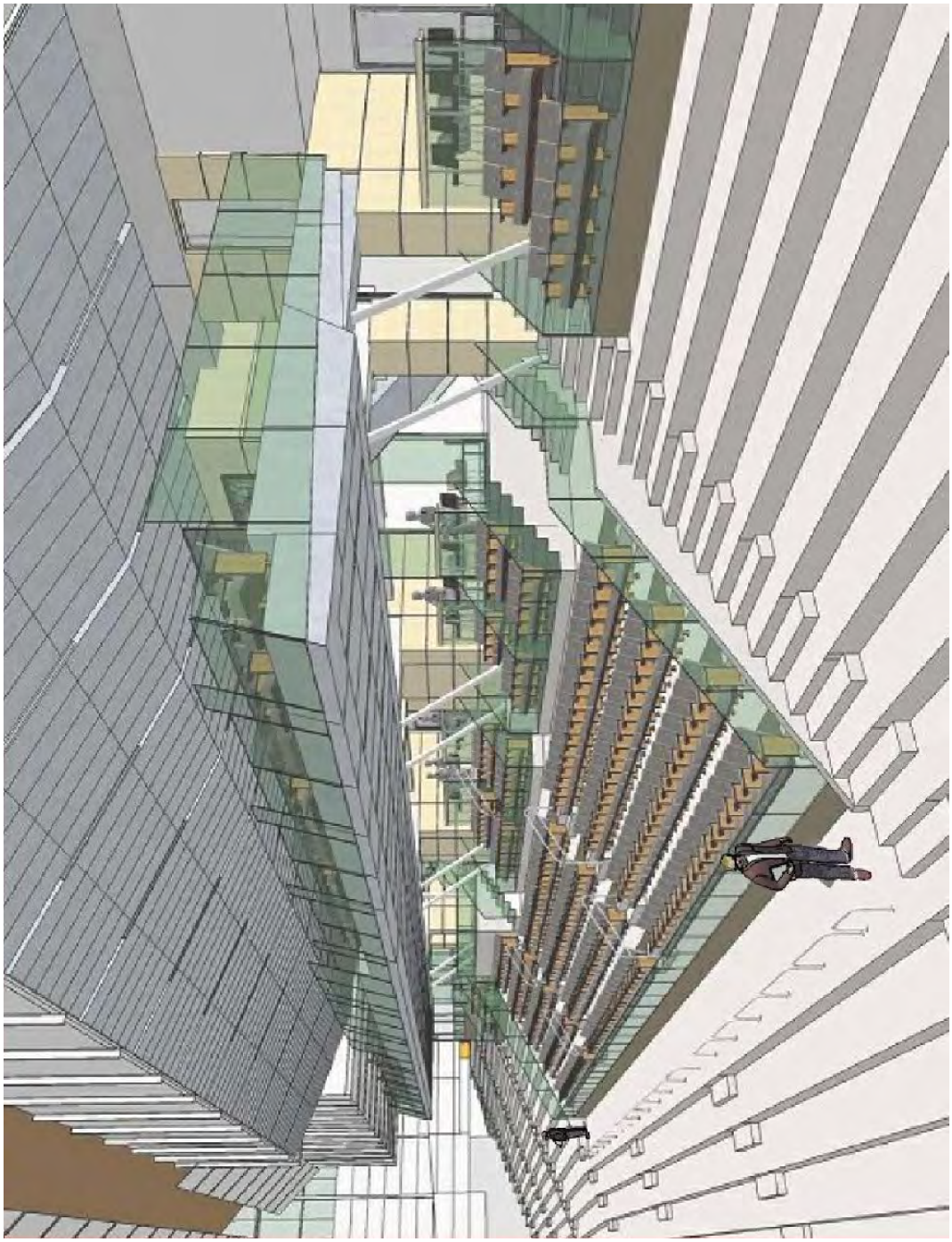
STAFF COMMENTS AND RECOMMENDATIONS

Board policy I.J., as amended in April 2011, allows for the sale or consumption of alcoholic beverages on campus grounds in conjunction with NCAA football games with prior Board approval. All requests must comply with the minimum criteria established in Board policy. The Board may require further restriction if desired. Each institution is required to submit a report after the conclusion of the football season before consideration is given for approval of future requests. This agenda item serves as UI's report regarding service during the 2013/14 football season.

BOARD ACTION

I move to approve the request by the University of Idaho to allow alcohol service during the 2014 football season and during the spring 2015 football scrimmage, in the Litehouse Center/Bud and June Ford Club Room located in the ASUI-Kibbie Activity Center under the conditions outlined in Board Policy I.J. subsection 2.c.

Moved by _____ Seconded by _____ Carried Yes ____ No ___

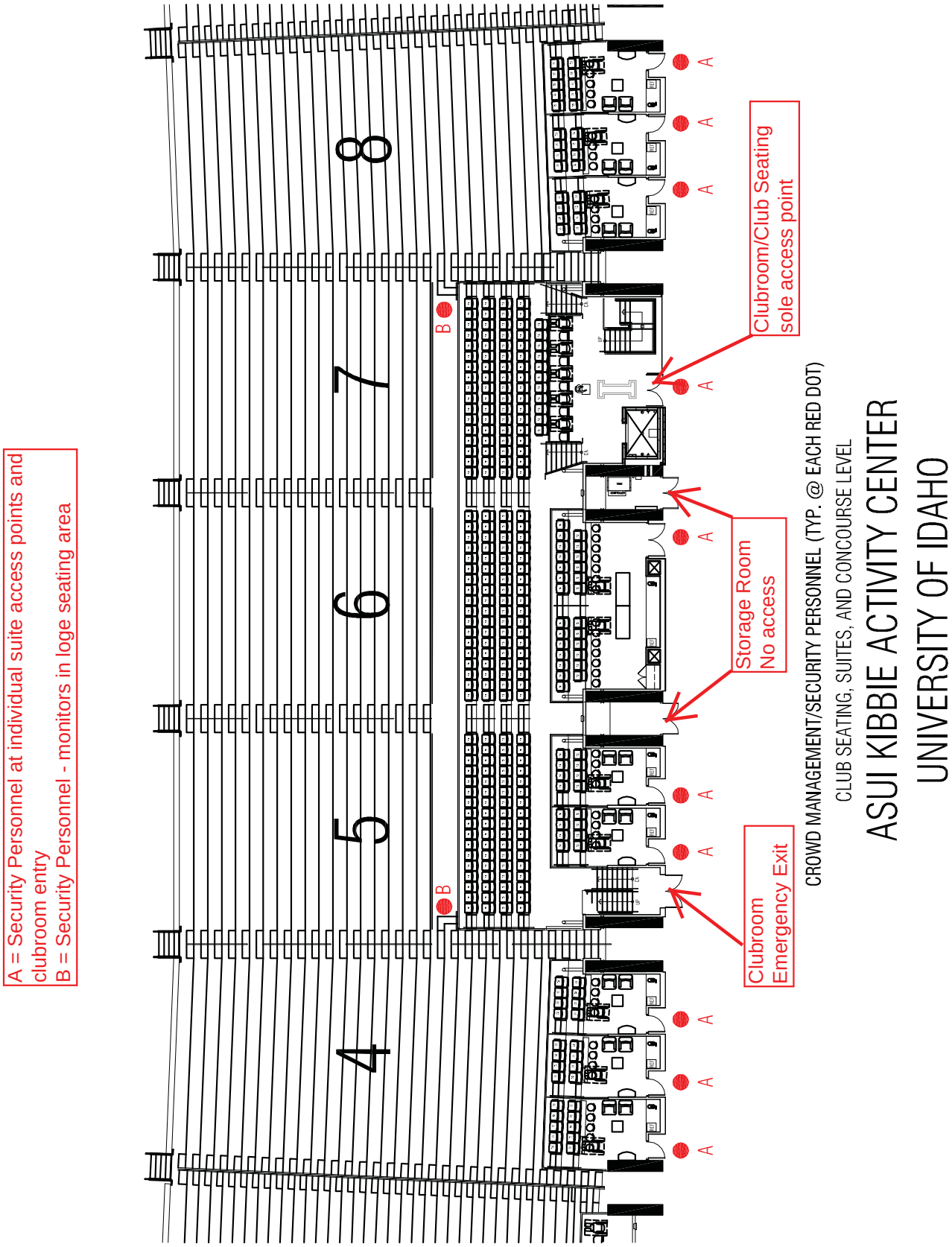


PERSPECTIVE

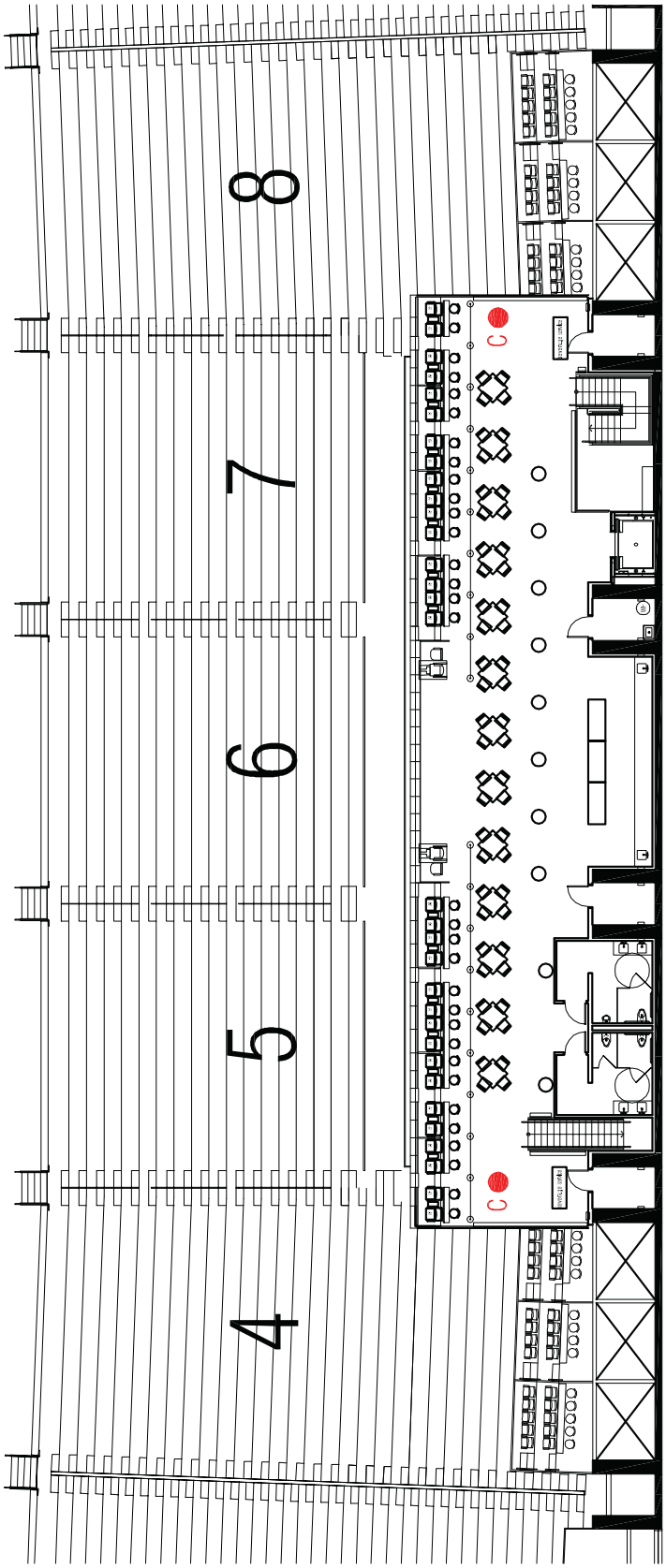
CLUB ROOM, CLUB SEATING, LOGE SEATING, AND MINI SUITES

ASUI KIBBIE ACTIVITY CENTER

UNIVERSITY OF IDAHO


A = Security Personnel at individual suite access points and clubroom entry
B = Security Personnel - monitors in loge seating area
4
5
6
7
8
A
B
Clubroom/Club Seating sole access point
Storage Room No access
Clubroom Emergency Exit
CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)
CLUB SEATING, SUITES, AND CONCOURSE LEVEL
ASUI KIBBIE ACTIVITY CENTER
UNIVERSITY OF IDAHO

C = Security Personnel - Clubroom monitors



CROWD MANAGEMENT/SECURITY PERSONNEL (TYP. @ EACH RED DOT)

CLUB ROM LEVEL

ASUI KIBBIE ACTIVITY CENTER

UNIVERSITY OF IDAHO

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SUBJECT

Alcohol Permits - Issued by University Presidents

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

The last update presented to the Board was at the April 2014 Board meeting. Since that meeting, Board staff has received thirty-nine (39) permits from Boise State University, nine (7) permits from Idaho State University, and eighteen (18) permits from the University of Idaho.

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

ATTACHMENTS

Attachment 1 - List of Approved Permits by Institution Page 3

BOARD ACTION

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

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APPROVED ALCOHOL SERVICE AT BOISE STATE UNIVERSITY April 2014 – June 2014

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Grid Iron Social	Stueckle Sky Center	X		04/11/14
Honey Comb Reception & Faculty Mixer	Yanke Center	X		04/17/14
The Gang Annual Meeting	COBE	X		04/24/14
Distinguished Professors Receptions	COBE	X		04/30/14
World Trade Day	Student Union Building	X		04/30/14
President's Club Spring Celebration	Student Union Building	X		05/05/14
Well's Fargo/RBI Launch Event	COBE	X		05/07/14
BSU Athletics Planned Giving Event	Football Complex Recruiting Lounge	X		05/14/14
Honorary Doctorate Luncheon	Student Union Building	X		05/17/14
Idaho SBDC Professional Development Conference	COBE	X		05/19/14
College of Engineering Award Banquet	Student Union Building	X		05/22/14
Annual Technology in Business Schools roundtable	Stueckle Sky Center	X		06/05/14
Dairy Boosters Auction	Stueckle Sky Center	X		06/06/14
Med Tech Conference	Stueckle Sky Center	X		06/12/14
One survivor Remembers – Community Lecture	Morrison Center		X	04/03/14
Curtis Stingers/Boise Philharmonic	Morrison Center		X	04/05/14
Timberline Booster club Dinner and Auction	Stueckle Sky Center		X	04/05/14
Alice in Wonderland/Ballet Idaho	Morrison Center		X	04/11/14 04/12/14

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Wicked/Broadway in Boise Musical	Morrison Center		X	04/16/14 04/17/14 04/18/14 04/19/14 04/20/14 04/22/14 04/23/14 04/25/14 04/26/14 04/27/14 04/29/14 04/30/14 05/01/14 05/02/14 05/03/14 05/04/14
Idaho Dance Theatre Performance	Student Union Building		X	04/19/14
Start Up Treasure Valley Reception	COBE		X	04/19/14
Develop Idaho 2014	Stueckle Sky Center		X	04/23/14
Roosevelt Annual Fundraiser	Stueckle Sky Center		X	04/26/14
St. Luke's Foundation	Stueckle Sky Center		X	04/30/14
ISSA Reception	Student Union Building		X	05/01/14
Dkystra Wedding	Stueckle Sky Center		X	05/03/14
Fundraiser Fashion Show – Wine, Women and Shoes	Stueckle Sky Center		X	05/08/14
2014 Rocky Awards Boise Advertising Federation	Stueckle Sky Center		X	05/10/14
Sysco Product Showcase	Stueckle Sky Center		X	05/13/14
IWCF Annual Meeting	Student Union Building		X	05/19/14
Idaho Fish and Game Banquet	Student Union Building		X	05/21/14
Dealer Appreciation Dinner	Stueckle Sky Center		X	05/27/14
Lonnie Willis Memorial Service	Student Union Building		X	05/31/14
NPC Idaho Muscle Classic	Morrison Center		X	06/07/14
Kenny Rogers Concert	Morrison Center		X	06/08/14
Theresa Caputo	Morrison Center		X	06/10/14

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Treasure Valley CFO Forum	Stueckle Sky Center		X	06/11/14
Western Gas forum	Stueckle Sky Center		X	06/18/14
McGrath Wedding Reception	Stueckle Sky Center		X	06/28/14

APPROVED ALCOHOL SERVICE AT IDAHO STATE UNIVERSITY April 2014 – May 2014

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Meridian Open House/College of Pharmacy	1311 East Central Drive, Meridian Idaho	X		04/25/14
ASCLS Idaho Spring Convention	Little Wood River	X		05/01/14
Golden & Silver Reception	Bennion Promenade	X		05/08/14
CoSE Dean's Reception	Student Union Building	X		05/09/14
NWRCS 2014	University Place, Idaho Falls	X		05/14/14
ATR User Facility Poster Session	CAES Gallery	X		06/05/14
Truman Banquet	Bennion Student Union Building		X	05/03/14

APPROVED ALCOHOL SERVICE AT UNIVERSITY OF IDAHO March 2014 – June 2014

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
American Fisheries Society of Idaho Reception	Prichard Art Gallery	X		03/31/14
College of Art and Architecture Reception	Prichard Art Gallery	X		04/03/14
Interdisciplinary Faculty Research Reception	Brink Hall Faculty Lounge	X		04/04/14 06/04/14
CALS Ambassadors & UI Dairy Blub Gala	SUB Ballroom	X		04/04/14
College of Science Alumni Reception	Water Center	X		04/08/14
College of Law Advisory Committee Reception	UI College of Law, Boise	X		04/08/14
City and University Leadership Reception	President's Residence	X		04/08/14
UI English Dept Reception	Prichart Art Gallery	X		04/12/14
SBOE Reception and Dinner	Kibbie – Litehouse Center	X		04/16/14
Phoenix NSF STC co-PI meeting	UI Fire Lab, Moscow, ID	X		04/17/14
Welcome Reception – President Staben	Prichart Art Gallery	X		04/18/14
Dept of Physics Annual Awards Banquet	SUB Gold Room	X		04/21/14
Phi Beta Kappa Initiation	Commons Horizon/Aurora Room	X		04/24/14
University Excellence Awards Reception and Dinner	SUB Ballroom	X		04/29/14
Accounting Advisory board	Bogey's UI Golf Course	X		05/01/14
Dean's EXPO Reception	Vandal Ballroom Reception Area	X		05/01/14
Faculty Club Interdisciplinary Research Reception	Brink Faculty/Staff Lounge	X		05/02/14
President's Faculty and Staff Reception	Kibbie Dome	X		05/09/14
Urban Design Center Final Project Review	Water Center/Legacy Point	X		05/12/14
College of Law Commencement Reception	Kibbie Dome	X		05/17/14

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
PSES Annual Departmental Meeting	Water Center/Legacy Point	X		05/20/14
Retirement for Drs. Daniel Edwards and Sharon Hutchison	Commons, Clearwater/Whitewater Rooms	X		05/23/14
Sara Joyce Preview Reception	Prichard Art Gallery	X		06/12/14
Chrysler memorial Reception	ALB 1st Floor Gallery	X		06/14/14
UEC Nuclear Power Plant Tour	Tagaris, Richland WA	X		06/14/14
UEC Golf Scramble	Bogey's Grill	X		06/15/14
Men's Weekly Golf League	UI Golf Course	X		05/01/14 – 08/07/14

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap for six school districts.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During the 2001 session, the Idaho Legislature amended Idaho Code 33-1006. The amendment created a student transportation funding cap; affecting school districts that exceed (by 103%) the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and how much. These new criteria designate certain bus runs as "hardship" runs, and allow the district to receive a higher cap, based on the percentage of the district's bus runs that are so categorized.

As of May 2, 2014, there were twenty two school districts and/or charter schools negatively affected by the pupil transportation funding cap: Meridian ($357,937), Meadows Valley ($23,110), St. Maries ($11,945), Plummer-Worley ($13,404), Blaine County ($132,855), Garden Valley ($45,415), Horseshoe Bend ($1,516), Nampa ($92,217), Caldwell ($30,165), Soda Springs ($13,193), Orofino ($16,117), Wendell ($42,450), Hagerman ($10,205), Moscow ($46,602), Salmon ($16,818), Highland ($10,422), Dietrich ($9,946), Kellogg ($57,308), Murtaugh ($805), McCall-Donnelly ($133,719), Compass Charter ($5,772), and Vision Charter ($18,589).

Of these twenty two, only six districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. These include Garden Valley, Moscow, Orofino, Highland, Plummer-Worley, and St. Maries school districts. All six of these districts have applied for a waiver from the student transportation funding cap.

Requests from various school districts for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code, have been received by the State Department of Education.

Garden Valley School District submitted two school bus routes that met the required criteria. This represents 40.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 143%.

Highland School District submitted one school bus route that met the required criteria. This represents 20.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

Moscow School District submitted three school bus routes that met the required criteria. This represents 20.0% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 123%.

Orofino School District submitted three school bus routes that met the required criteria. This represents 17% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 120%.

Plummer-Worley School District submitted one school bus route that met the required criteria. This represents 10% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 113%.

St. Maries School District submitted one school bus route that met the required criteria. This represents 5% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108%.

ATTACHMENTS

Attachment 1 - Garden Valley Funding Cap Appeal Application Page 5
Attachment 2 - Highland Funding Cap Appeal Application Page 7
Attachment 3 - Moscow Funding Cap Appeal Application Page 9
Attachment 4 - Orofino Funding Cap Appeal Application Page 11
Attachment 5 – Plummer-Worley Funding Cap Appeal Application Page 13
Attachment 6 – St. Maries Funding Cap Appeal Application Page 15
Attachment 7 – Waiver Funding Cap 2014 Page 17

BOARD ACTION

I move to approve **Garden Valley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 143% for a total of $36,327 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve **Highland School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 123% for a total of $10,422 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve **Moscow School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 123% for a total of $46,602 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve **Orofino School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 120% for a total of $16,117 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve **Plummer-Worley School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 113% for a total of $13,404 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve **St. Maries School District** for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2014 of 108% for a total of $11,945 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: Garden Valley Number: 71 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- [x] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- [ ] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- [x] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 40.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

Garden Valley school district Loman route meets the requirements for the funding cap appeal as checked above. This route averages 42 riders per 155 miles daily run which equals .27 riders per mile which is below the state requirement of 50%of the statewide average number of riders per mile (.80). Loman route travels 155 miles a day, of which 22 miles has a slope of 5% or greater which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.

Southfork route meets the requirements for the funding cap appeal as checked above. This route averages 11 riders per 28 miles daily run which equals .39 riders per mile which is below the state requirement of 50%of the statewide average number of riders per mile (.80). Southfork route travels 28 miles a day, of which 5 miles has a slope of 5% or greater which equals 18% of the route which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.

We have 5 routes; therefore, these routes represent 40% of our routes.

Superintendent Signature: Date: 1/9/14

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved disapproved the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

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STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: Highland Jt. Number: 305 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- [x] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- [x] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- [ ] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 20.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

Highland school district route 5 meets the requirements for the funding cap appeal as checked above. This route averages 20 riders per 110 miles daily run which equals .18 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 5 has 110 miles of road with 94 unpaved which equals .85, which is more than the majority on unpaved surface. These conditions were verified by SDE officials. This is a hardship route.

We have 5 routes, and this represents 20% of our routes.

Superintendent Signature: Bud Baumgartner **Date:** 1-27-14

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved disapproved the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

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STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: Moscow Number: 281 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- ☑ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☑ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, roac
- ☑ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 20.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 15, 2013.**

Moscow school district route 101 meets the requirements for the funding cap appeal as checked above. This route averages 55 riders per 84 miles daily run which equals .65 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 101 has 84 miles total with 28 miles at 5% slope or more, which equals 33% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Route 102 meets the requirements for the funding cap appeal as checked above. This route averages 50 riders per 73 miles daily run which equals .68 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 102 has 73 miles total with 11 miles at 5% slope or more, which equals 15% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Route 110 meets the requirements for the funding cap appeal as checked above. This route has 58 miles of road with 30 unpaved which equals .51, which is more than the majority on unpaved surface. Route 110 has 58 miles total with 14 miles at 5% slope or more, which equals 24% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

We have 15 routes; therefore, these routes represent 20% of our routes.

Superintendent Signature: Duane A Bailey **Date:** 1/13/2014

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved disapproved the district's appeal and request at its regularly scheduled meeting on _____ at a Funding Cap Rate of _____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

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STATE DEPARTMENT OF EDUCATION

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BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENI
PUBLIC INSTRUCTI

Division of Student Transportation

Use Tab Key To Enter

103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: Orofino Jt. Number: 171 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- [x] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- [x] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, ro
- [x] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 17.00 % more than the 103% percentage rate limit, n to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new l that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 15, 2**

Orofino Jt. school district has a total of 8 routes that meet the hardship criteria, have included three.

Orofino school district route 6 meets the requirements for the funding cap appeal as checked above. This route averages 20 riders per 95 miles daily run which equals .21 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 6 has 95 miles total with 60 miles at 5% slope or more, which equals 63% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

Orofino school district route 10 meets the requirements for the funding cap appeal as checked above. This route averages 18 riders per 86 miles daily run which equals .20 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Route 10 has 86 miles total with 12 miles at 5% slope or more, which equals 14% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

verified by SDE officials. This is a hardship route.

Orofino school district route 32 meets the requirements for the funding cap appeal as checked above. This route has 44 miles of road with 24 unpaved which equals .54, which is more than the majority on unpaved surface. Route 32 has 44 miles total with 30 miles at 5% slope or more, which equals 68% of the route which is greater than the state requirement of 10% of the miles. These conditions were verified by SDE officials. This is a hardship route.

We have 17 routes; therefore, these routes represent 17% of our routes.

Robert A Vier 1-21-2014

Superintendent Signature: **Date:**

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The State Board of Education approved disapproved the district's appeal and request at its regul scheduled meeting on at a Funding Cap Rate of % greater than the 103% percent rate limit, necessary to eliminate the funding cap penalty.

STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

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103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: Plummer/Worley Jt. Number: 44 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- [x] Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- [ ] Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- [x] Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 10.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. **Save document prior to submitting electronically. Submit to SDE by February 15, 2013.**

Plummer Worley school district Kinkela/PM route meets the requirements for the funding cap appeal as checked above. This run averages 30 riders per 38 miles daily run which equals .78 riders per mile which is below the state requirement of 50% of the statewide average number of riders per mile (.80). Kinkela/PM run travels 38 miles a day, of which 9 miles has a slope of 5% or greater which equals 23% of the run which is greater than the state requirement of 10% of the miles. These conditions were previously verified by SDE officials. This is a hardship route.

We have 10 runs; therefore, this run represent 10% .

Superintendent Signature: Jodi Sherrett **Date:** 2/18/2014

Shaded Area Below is for State Department of Education Use Only

The State Board of Education approved disapproved the district's appeal and request at its regularly scheduled meeting on at a Funding Cap Rate of % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

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St. Maries Joint School District No. 41
P. O. Box 384 - 240 S. 11th Street
St. Maries, ID 83861
Telephone: 208 245-2579
Fax: 208 245-3970
Website: http://www.sd41.org

"Committed to Quality Education"

January 17, 2014

Brandon Phillips
Financial Specialist
Idaho Department of Education
P. O. Box 83720
Boise, ID 83720

RE: St. Maries Joint School District No. 41 - 103% Funding Cap Appeal Application For Fiscal Year 2013

Dear Mr. Phillips:

Enclosed for your review and consideration is St. Maries Joint School District No. 41's 103% Funding Cap Appeal Application for Fiscal Year 2013. Please present the Application to the State Board of Education for their review process, and provide our District with a copy of the Board's decision.

Thank you, and if you have any questions, please contact either myself at the above address or Paula Queener, our District's Transportation Supervisor, at 208 245-3366.

Sincerely,

JOSEPH A. KREN
Superintendent

JAK:kr

Enclosure

cc: Paula Queener, Transportation Supervisor
Virginia Overland, State Department of Education

STATE DEPARTMENT OF EDUCATION

P.O. BOX 83720
BOISE, IDAHO 83720-0027

TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

Division of Student Transportation

Use Tab Key To Enter Data

103% Funding Cap Appeal Application for Fiscal Year: 2013

District Name: St. Maries Jt. Number: 41 Date: January 9, 2014

The school district identified above is subject to a pupil transportation funding cap in accordance to 33-1006, Idaho Code, and is appealing to the State Board of Education for relief from financial penalty due to a hardship bus run(s). To qualify, such bus run(s) shall meet at least two (2) of the following criteria:
(Please check all applicable boxes by using mouse key).

- ☐ Number of student riders per mile is less than 50% of the statewide average number of student riders per mile (see cell E5 on Funding Cap Model).
- ☒ Less than a majority of the miles on the hardship bus run(s) are by paved surface, concrete or asphalt, road
- ☒ Over 10% of the miles driven on the hardship bus run(s) are a 5% slope or greater

The district is requesting a funding rate increase of 5.00 % more than the 103% percentage rate limit, necessary to eliminate its funding cap penalty, in accordance to 33-1006, Idaho Code. The State Board of Education may set a new limit that is greater than 103%, but is less than the percentile limit requested by the school district. However, the percentage increase in the 103% cap shall not exceed the percentage of the district's bus runs that qualify as a hardship bus run.

Please provide detailed justification and rationale for this request and appeal. Report the total number of bus routes and detailed information on the routes that are potentially considered hardship bus runs. If necessary, attach supporting information and documentation. Save document prior to submitting electronically. Submit to SDE by February 15, 2013.

St Marie's Jt school district has a total of 7 routes that meet the hardship criteria, have included one.

Route B meets the requirements for the funding cap appeal as checked above. Route B has 101 miles of road with 66 unpaved which equals .65, which is more than the majority on unpaved surface. Route B has 101 miles total with 23 miles at 5% slope, which equals 23% of the route which is greater than the state requirement of 10% of the miles. This is a hardship route.

We have 21 routes, and this one represents 5% of our routes.

JOSEPH A. KREN

Superintendent Signature: _____ **Date:** 1/16/2014

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The State Board of Education approved ____ disapproved ____ the district's appeal and request at its regularly scheduled meeting on ____ at a Funding Cap Rate of ____ % greater than the 103% percentage rate limit, necessary to eliminate the funding cap penalty.

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider

Fiscal Year 2013 Data - Approved Costs Reimbursed in Fiscal Year 2014 (Tenth Capped Year)

Set percentage cap to apply to statewide average	103%	Riders per Mile	1.6

Revised: 5/2/2014 Preliminary

	Cost Per Mile	Cost Per Rider
Statewide Averages before cap	$3.63	$816
Statewide Averages after cap	$3.74	$840

Total Savings From Cap	$1,090,510	Capped Reimb.	Actual Reimb.
Savings Following Appeals & State Board Action	$955,693	$73,343,518	$74,434,028

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y)	Total 100% Reimbursable Costs Eligible at 50%	Total 100% Reimbursable Costs Eligible at 85%	Total 100% Reimbursable Contract Costs Eligible at District-Run Rate 50-85%	Total 100% Reimbursable Costs
002	MERIDIAN JOINT DISTRICT	$357,937	6.3%	$8,686,419	$1,555,187	$0	$10,241,606
011	MEADOWS VALLEY DISTRICT	$23,110	43.3%	$0	$0	$90,686	$90,686
041	ST MARIES JOINT DISTRICT	$11,945	2.8%	$528,218	$190,273	$0	$718,491
044	PLUMMER-WORLEY JOINT DISTRICT	$13,404	7.1%	$214,934	$96,172	$0	$311,106
061	BLAINE COUNTY DISTRICT	$132,855	15.3%	$1,120,006	$364,732	$0	$1,484,738

071	GARDEN VALLEY DISTRICT	$45,415	32.0%	$0	$0	$241,164	$241,164
073	HORSESHOE BEND SCHOOL DISTRICT	$1,516	2.8%	$59,881	$28,180	$0	$88,061
131	NAMPA SCHOOL DISTRICT	$92,217	2.8%	$0	$0	$5,554,120	$5,554,120
132	CALDWELL DISTRICT	$30,165	1.9%	$0	$0	$2,706,282	$2,706,282
150	SODA SPRINGS JOINT DISTRICT	$13,193	7.2%	$184,972	$107,284	$0	$292,256
171	OROFINO JOINT DISTRICT	$16,117	4.6%	$401,178	$179,514	$0	$580,692
232	WENDELL DISTRICT	$42,450	17.5%	$248,900	$138,769	$0	$387,669
233	HAGERMAN JOINT DISTRICT	$10,205	14.8%	$0	$0	$116,840	$116,840
281	MOSCOW DISTRICT	$46,602	11.2%	$422,105	$243,317	$0	$665,422
291	SALMON DISTRICT	$16,818	10.3%	$169,195	$92,506	$0	$261,701
305	HIGHLAND JOINT DISTRICT	$10,422	7.1%	$1,177	$959	$245,440	$247,576
314	DIETRICH DISTRICT	$9,946	13.4%	$51,306	$57,100	$0	$108,406
391	KELLOGG JOINT DISTRICT	$57,308	11.9%	$500,593	$270,420	$0	$771,013
418	MURTAUGH JOINT DISTRICT	$805	1.0%	$88,517	$47,126	$0	$135,643
421	MC CALL-DONNELLY DISTRICT	$133,719	30.2%	$0	$0	$750,717	$750,717
455	COMPASS CHARTER SCHOOL	$5,772	5.5%	$0	$0	$178,219	$178,219
463	VISION CHARTER SCHOOL	$18,589	15.5%	$0	$0	$203,517	$203,517

In-Lieu Costs	FY13 or FY14 SDE Program Assessment Fees Paid in FY13	Total Adjusted Reimbursable Costs (Less In-Lieu and SDE Fee)	Reimbursable Miles	Riders	Cost Per Mile	Cost Per Rider	Cost Per Mile as a % of State Average	Cost Per Rider as a % of State Average	District Above Both State Average Measures	Cap Appropriate Percentage	Capped Amount Reimbursed for Eligible 50% Costs @ Approp %
$0	$43,737	$10,197,869	2,498,515	11,345	$4.08	$899	112%	110%	TRUE	0.9364	$4,066,982
$0	$286	$90,400	13,721	29	$6.59	$3,117	182%	382%	TRUE	0.5659	$0
$2,747	$2,739	$713,005	185,375	325	$3.85	$2,194	106%	269%	TRUE	0.9717	$256,675
$4,518	$1,226	$305,362	75,719	156	$4.03	$1,957	111%	240%	TRUE	0.9279	$99,882
$24,663	$5,190	$1,454,885	328,578	1,060	$4.43	$1,373	122%	168%	TRUE	0.8443	$474,731

$4,236	$941	$235,987	42,480	89	$5.56	$2,652	153%	325%	TRUE	0.6732	$0
$0	$389	$87,672	18,684	101	$4.69	$868	129%	106%	TRUE	0.9717	$29,094
$0	$20,853	$5,533,267	984,041	6,368	$5.62	$869	155%	106%	TRUE	0.9717	$0
$0	$10,275	$2,696,007	458,048	3,144	$5.89	$858	162%	105%	TRUE	0.981	$0
$37,172	$1,174	$253,910	56,742	279	$4.47	$910	123%	112%	TRUE	0.9196	$86,544
$5,967	$2,443	$572,282	145,627	523	$3.93	$1,094	108%	134%	TRUE	0.9537	$191,441
$0	$1,431	$386,238	85,184	359	$4.53	$1,076	125%	132%	TRUE	0.824	$102,547
$0	$380	$116,460	26,479	104	$4.40	$1,120	121%	137%	TRUE	0.8512	$0
$0	$2,533	$662,889	129,609	699	$5.11	$948	141%	116%	TRUE	0.8879	$187,394
$870	$1,819	$259,012	62,073	277	$4.17	$935	115%	115%	TRUE	0.8957	$75,820
$1,177	$959	$245,440	60,718	78	$4.04	$3,147	111%	386%	TRUE	0.9279	$589
$0	$282	$108,124	24,985	77	$4.33	$1,404	119%	172%	TRUE	0.8655	$22,203
$2,787	$0	$768,226	181,050	663	$4.24	$1,159	117%	142%	TRUE	0.8803	$220,503
$0	$561	$135,082	35,755	145	$3.78	$932	104%	114%	TRUE	0.9904	$43,834
$1,740	$2,298	$746,679	138,792	343	$5.38	$2,177	148%	267%	TRUE	0.6959	$0
$0	$0	$178,219	44,856	174	$3.97	$1,024	109%	125%	TRUE	0.945	$0
$0	$787	$202,730	45,788	190	$4.43	$1,067	122%	131%	TRUE	0.8443	$0

Capped Amount Reimbursed for Eligible 85% Costs @ Approp %	Capped Amount Reimbursed for Eligible Contract Costs @ Approp %	Capped Reimbursement @ Appropriate Percentages (plus assessment fee and in-lieu)	Total Amount Reimbursed Prior to Cap	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Most Advantageous Cap Appropriate Percentage	With Waiver - Capped Amount Reimbursed for Eligible 50% Costs @ Approp %	With Waiver - Capped Amount Reimbursed for Eligible 85% Costs @ Approp %	With Waiver - Capped Amount Reimbursed for Eligible Contract Costs @ Approp %	Total Amount Reimbursed @ Statewide Avg Reimb% with Hardship Waiver (plus assessment fee and in-lieu)
$1,240,200	$0	$5,307,182	$5,665,119			0.0000	$0	$0	$0	$5,307,182
$0	$30,295	$30,295	$53,405			0.0000	$0	$0	$0	$30,295
$157,221	$0	$413,896	$425,841	TRUE	0.030	1.0000	$264,110	$161,732	$0	$425,841
$75,927	$0	$175,809	$189,213	TRUE	0.080	1.0000	$107,467	$81,746	$0	$189,213
$262,439	$0	$737,170	$870,025			0.0000	$0	$0	$0	$737,170

$0	$96,606	$96,606	$142,021	TRUE	0.400	0.9346	$0	$0	$132,933	$132,933
$23,284	$0	$52,378	$53,894			0.0000	$0	$0	$0	$52,378
$0	$3,178,604	$3,178,604	$3,270,821			0.0000	$0	$0	$0	$3,178,604
$0	$1,563,564	$1,563,564	$1,593,729			0.0000	$0	$0	$0	$1,563,564
$83,940	$0	$170,484	$183,677			0.0000	$0	$0	$0	$170,484
$145,618	$0	$337,059	$353,176	TRUE	0.050	1.0000	$200,590	$152,587	$0	$353,176
$97,407	$0	$199,954	$242,404			0.0000	$0	$0	$0	$199,954
$0	$58,602	$58,602	$68,807			0.0000	$0	$0	$0	$58,602
$183,876	$0	$371,270	$417,872	TRUE	0.130	1.0000	$211,053	$206,819	$0	$417,872
$70,590	$0	$146,410	$163,228			0.0000	$0	$0	$0	$146,410
$815	$134,118	$135,522	$145,944	TRUE	0.080	1.0000	$589	$815	$144,540	$145,944
$42,039	$0	$64,242	$74,188			0.0000	$0	$0	$0	$64,242
$202,343	$0	$422,846	$480,154			0.0000	$0	$0	$0	$422,846
$39,677	$0	$83,511	$84,316			0.0000	$0	$0	$0	$83,511
$0	$308,378	$308,378	$442,097			0.0000	$0	$0	$0	$308,378
$0	$99,181	$99,181	$104,953			0.0000	$0	$0	$0	$99,181
$0	$101,262	$101,262	$119,851			0.0000	$0	$0	$0	$101,262

Block Grant	Prior Year Audit Adjustments	Charter Advance Reimbursed with FY12 for FY13 (after adjustment for hold-back in prior year)	Charter Advance Reimbursed with FY13 for FY14	Final Payment Amount	Final Payment Amount with $7.5 Million Proportional Move to Discretionary Funding (IC 33-1006 (8))
$3,341,669	$0	$0	$0	$8,648,851.00	$7,777,279.00
$19,716	$1	$0	$0	$50,012.00	$44,972.00
$134,472	$7	$0	$0	$560,320.00	$503,856.00
$77,507	$2	$0	$0	$266,722.00	$239,844.00
$299,924	$15	$0	$0	$1,037,109.00	$932,598.00

$51,776	$433	$0	$0	$185,142.00	$166,528.00
$19,222	$1	$0	$0	$71,601.00	$64,386.00
$1,274,378	$59	$0	$0	$4,453,041.00	$4,004,300.00
$633,897	$30	$0	$0	$2,197,491.00	$1,976,046.00
$64,568	$0	$0	$0	$235,052.00	$211,365.00
$124,110	$6	$0	$0	$477,292.00	$429,194.00
$101,186	$0	$0	$0	$301,140.00	$270,793.00
$19,710	$1	$0	$0	$78,313.00	$70,421.00
$128,888	$7	$0	$0	$546,767.00	$491,668.00
$36,850	$2	$0	$0	$183,262.00	$164,794.00
$55,475	$617	$0	$0	$202,036.00	$181,738.00
$19,041	$0	$0	$0	$83,283.00	$74,890.00
$153,778	$0	$0	$0	$576,624.00	$518,516.00
$29,142	$523	$0	$0	$113,176.00	$101,824.00
$161,779	$7	$0	$0	$470,164.00	$422,785.00
$46,928	$0	$147,590	$105,462	$103,981.00	$93,503.00
$77,863	$1	$150,620	$150,293	$178,799.00	$160,781.00

SUBJECT

Requests for Approval to transport students less than one and one-half miles for the 2013-2014 school year.

BACKGROUND/DISCUSSION:

Section 33-1006, Idaho Code states that the "State Board of Education shall determine what costs of transporting pupils, including maintenance, operation and depreciation of vehicles, insurance, payments under contract with other public transportation providers whose vehicles used to transport pupils comply with federal transit administration regulations, "bus testing," 49 C.F.R. part 665, and any revision thereto, as provided in subsection 4 of this section, or other State Department of Education approved private transportation providers, salaries of drivers, and any other costs, shall be allowable in computing the transportation support program of school districts.

> The transportation support program of a school district shall be based upon the allowable costs of Transporting pupils less than one and one-half (1½) miles as provided in section 33-1501, Idaho Code, when approved by the State Board of Education."

Standards for Idaho School Buses and Operations states: "All school districts submitting applications for new safety busing reimbursement approval shall establish a board policy for evaluating and rating all safety busing requests. The State Department of Education staff shall develop and maintain a measuring instrument model, which shall include an element for validating contacts with responsible organizations or persons responsible for improving or minimizing hazardous conditions. Each applying district will be required to annually affirm that conditions of all prior approved safety busing requests are unchanged. The local board of trustees shall annually, by official action (33-1502, Idaho Code), approve all new safety busing locations. School districts that receive state reimbursement of costs associated with safety busing will re-evaluate all safety busing sites at intervals of at least every three years using the local board adopted measuring or scoring instrument. In order to qualify for reimbursement the local school board will, by official action, approve the initial safety-busing request and allow the students in question to be transported before the application is sent to the state.

Consideration for reimbursement is contingent on the application for "Request for Safety Busing Reimbursement" being received by the State Department of Education Transportation Section on or before March 31 of the school year in which the safety busing began. All requests must be submitted on the Safety Busing form found on the Pupil Transportation Web site. Reminders e-mailed to all Districts and Charter Schools prior to March 31. All requests being recommended for approval are compliant with section 33-1006, Idaho Code.

Attachment #1 contains a list of ninety-nine (99) school districts and ten (10) charter schools that applied for safety busing using correct form affecting 27,010 students with recommendation for approval.

ATTACHMENTS

Attachment 1- Memorandum requesting transport of students Page 3
Attachment 2- List of safety busing requests recommended for approval Page 5

BOARD ACTION

I move to approve ninety-nine school districts (99) and ten (10) charter schools for approval to transport students less than one and one-half miles as listed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DEPARTMENT OF EDUCATION

P.O. Box 83720
BOISE, IDAHO 83720-0027

Division of Student Transportation

MR. TOM LUNA
STATE SUPERINTENDENT
PUBLIC INSTRUCTION

MEMORANDUM

To: Luci Willits, Chief of Staff
Idaho Department of Education

From: Doug Scott, Director, Student Transportation

Date: April 25, 2014

Subject: **Item to State Board of Education Requests for Approval to Transport Students Less than One and One-half Miles**

The attached requests to transport students less than one and one-half (1½) miles are submitted to the State Board of Education for approval.

The attachment contains recommendations for approval for the following school districts that applied for safety busing.

Office Location	Telephone	Speech/Hearing Impaired	FAX
650 West State Street	208-332-6800	1-800-377-3529	208-334-2228

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Request to Transport Students Less than One and One-half Miles with Recommendation for Approval

The following is a list of previously approved and new safety busing requests from various school districts to transport students less than one and one-half miles to and from school. The requests were approved by the local school district boards, and the students in the respective districts are currently being transported. All applications have been reviewed by Department of Education Staff and, in our opinion, meet safety-busing criteria.

Boise Independent School District No. 1

This request involves 1,012 students attending grades K through 9.

Meridian Jt. School District No. 2

This request involves 2,283 students attending grades K through 12.

Kuna Jt. School District No. 3

This request involves 359 students attending grades K through 6.

Meadows Valley No.11

This request involves 18 students attending grades K through 12.

Council School District No. 13

This request involves 33 students attending grades K through 12.

Marsh Valley Jt. School District No. 21

This request involves 90 students attending grades K through 12.

Pocatello School District No. 25

This request involves 1,522 students attending grades K through 12.

Bear Lake Co. School District No. 33

This request involves 104 students attending grades K through 5.

St. Maries Jt. School District No. 41

This request involves 38 students attending grades K through 8.

Plummer/Worley Jt. School District No. 44

This request involves 40 students attending grades K through 12.

Snake River School District No. 52

This request involves 216 students attending grades K through 12.

Blackfoot School District No. 55

This request involves 585 students attending grades K through 12.

Aberdeen School District No. 58

This request involves 192 students attending grades K through 12.

Firth School District No. 59

This request involves 61 students attending grades K through 12.

Shelley Jt. School District No. 60

This request involves 323 students attending grades K through 6.

Blaine Co. School District No. 61

This request involves 555 students attending grades K through 12.

Garden Valley School District No. 71

This request involves 16 students attending grades K through 12.

Basin School District No. 72

This request involves 45 students attending grades K through 12.

Horseshoe Bend School District No. 73

This request involves 47 students attending grades K through 12.

West Bonner Co. School District No. 83

This request involves 80 students attending grades K through 8.

Lake Pend Oreille School District No. 84

This request involves 185 students attending grades K through 6.

Idaho Falls School District No. 91

This request involves 1,269 students attending grades K through 12.

Swan Valley School District No. 92

This request involves 23 students attending grades K through 8.

Bonneville Jt. School District No. 93

This request involves 2,085 students attending grades K through 12.

Boundary County School District No. 101

This request involves 99 students attending grades K through 12.

Butte County Jt. School District No. 111

This request involves 58 students attending grades K through 12.

Nampa School District No. 131

This request involves 2,324 students attending grades K through 12.

Caldwell School District No. 132

This request involves 1,401 students attending grades K through 12.

Wilder School District No. 133

This request involves 130 students attending grades K through 12.

Middleton School District No. 134

This request involves 396 students attending grades K through 12.

Notus School District No. 135

This request involves 111 students attending grades K through 12.

Melba Jt. School District No. 136

This request involves 25 students attending grades K through 12.

Parma School District No. 137

This request involves 65 students attending grades K through 5.

Vallivue School District No. 139

This request involves 571 students attending grades K through 12.

Grace Jt. School District No. 148

This request involves 29 students attending grades K through 12.

North Gem School District No. 149

This request involves 19 students attending grades K through 12.

Soda Springs Jt. School District No. 150

This request involves 201 students attending grades K through 12.

Cassia Co. Jt. School District No. 151

This request involves 536 students attending grades K through 12.

Orofino Jt. School District No. 171

This request involves 28 students attending grades K through 7.

Challis Jt. School District No. 181

This request involves 20 students attending grades K through 12.

Mackay Jt. School District No. 182

This request involves 27 students attending grades K through 12.

Glenns Ferry Jt. School District No. 192

This request involves 143 students attending grades K through 12.

Mountain Home School District No. 193

This request involves 275 students attending grades K through 12.

Preston Jt. School District No. 201

This request involves 294 students attending grades K through 8.

West Side Jt. School District No. 202

This request involves 36 students attending grades K through 12.

Fremont Co. Jt. School District No. 215

This request involves 277 students attending grades K through 12.

Emmett Independent School District No. 221

This request involves 226 students attending grades K through 9.

Gooding Jt. School District No. 231

This request involves 132 students attending grades K through 12.

Wendell School District No. 232

This request involves 66 students attending grades K through 12.

Hagerman Jt. School District No. 233

This request involves 25 students attending grades K through 12.

Bliss Jt. School District No. 234

This request involves 59 students attending grades K through 12.

Cottonwood Jt. School District No. 242

This request involves 38 students attending grades K through 8.

Salmon River Jt. School District No. 243

This request involves 5 students attending grades K through 9.

Mountain View School District No. 244

This request involves 93 students attending grades K through 12.

Jefferson Co. Jt. School District No. 251

This request involves 544 students attending grades K through 12.

Ririe School District No. 252

This request involves 78 students attending grades K through 12.

West Jefferson School District No. 253

This request involves 58 students attending grades K through 12.

Jerome Jt. School District No. 261

This request involves 307 students attending grades K through 8.

Coeur d'Alene School District No. 271

This request involves 262 students attending grades K through 8.

Lakeland School District No. 272

This request involves 145 students attending grades K through 12.

Post Falls School District No. 273

This request involves 849 students attending grades K through 12.

Kootenai School District No. 274

This request involves 24 students attending grades K through 12.

Moscow School District No. 281

This request involves 237 students attending grades K through 12.

Genesee School District No. 282

This request involves 50 students attending grades K through 12.

Kendrick School District No. 283

This request involves 1 students attending grades K through 12.

Potlatch School District No. 285

This request involves 47 students attending grades K through 12.

Troy School District No. 287

This request involves 44 students attending grades K through 9.

Salmon School District No. 291

This request involves 128 students attending grades K through 12.

Kamiah Jt. School District No. 304

This request involves 80 students attending grades K through 12.

Shoshone Jt. School District No. 312

This request involves 154 students attending grades K through 12.

Dietrich School District No. 314

This request involves 6 students attending K through 11.

Richfield School District No. 316

This request involves 12 students attending K through 12.

Madison School District No. 321

This request involves 408 students attending grades K through 12.

Sugar-Salem Jt. School District No. 322

This request involves 81 students attending grades K through 12.

Minidoka Co. Jt. School District No. 331

This request involves 564 students attending grades K through 8.

Lapwai School District No. 341

This request involves 93 students attending grades K through 12.

Culdesac School District No. 342

This request involves 2 students attending grades K through 12.

Oneida Co. School District No. 351

This request involves 174 students attending grades K through 12.

Marsing Jt. School District No. 363

This request involves 40 students attending grades K through 7.

Homedale Jt. School District No. 370

This request involves 273 students attending grades K through 8.

Payette Jt. School District No. 371

This request involves 462 students attending grades K through 12.

New Plymouth School District No. 372

This request involves 75 students attending grades K through 10.

Fruitland School District No. 373

This request involves 161 students attending grades K through 12.

American Falls Jt. School District No. 381

This request involves 159 students attending grades K through 8.

Rockland School District No. 382

This request involves 16 students attending grades K through 12.

Kellogg Jt. School District No. 391

This request involves 147 students attending grades K through 5.

Wallace School District No. 393

This request involves 137 students attending grades K through 12.

Teton Jt. School District No. 401

This request involves 84 students attending grades K through 5.

Twin Falls School District No. 411

This request involves 819 students attending grades K through 12.

Buhl Jt. School District No. 412

This request involves 142 students attending grades K through 12.

Filer School District No. 413

This request involves 119 students attending grades K through 12.

Kimberly School District No. 414

This request involves 212 students attending grades K through 12.

Hansen School District No. 415

This request involves 70 students attending grades K through 12.

Castleford Jt. School District No. 417

This request involves 13 students attending grades K through 12.

Murtaugh Jt. School District No. 418

This request involves 62 students attending grades K through 9.

McCall-Donnelly Jt. School District No. 421

This request involves 195 students attending grades K through 12.

Cascade School District No. 422

This request involves 10 students attending grades K through 12.

Weiser School District No. 431

This request involves 329 students attending grades K through 12.

Midvale School District No. 433

This request involves 9 students attending grades K through 12.

Victory Charter No. 451

This request involves 7 students attending grades K through 12.

Compass Public Charter No. 455

This request involves 31 students attending grades K through 12.

Falcon Ridge Charter No. 456

This request involves 18 students attending grades K through 8.

Liberty Charter No. 458

This request involves 8 students attending grades K through 8.

Vision Charter No. 463

This request involves 32 students attending grades K through 12.

Idaho Science and Tech Charter School No. 468

This request involves 17 students attending grades K through 8.

Legacy Charter No.478

This request involves 2 students attending grades K through 8.

Heritage Community Charter No.481

This request involves 76 students attending grades K through 12.

Thomas Jefferson Charter No.787

This request involves 7 students attending grades K through 12.

Idaho Arts Charter No. 788

This request involves 40 students attending grades K through 12.

SUBJECT

Appointments to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code sets forth criteria for membership on the Professional Standards Commission (PSC) as follows:

The Commission consists of eighteen (18) members, one (1) from the State Department of Education and one (1) from the Division of Professional Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. The Idaho Association of School Superintendents, the Idaho Association of Secondary School Principals, the Idaho Association of Elementary School Principals, the Idaho School Boards Association, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Nominations were sought for the positions from the Idaho Education Association and Northwest Professional Educators. Resumes for interested individuals are attached.

Elementary Classroom Teacher:

Sindy Black, Jerome Joint School District
Kathleen Davis, St. Maries Joint School District
Kathy Duplessis, Kindergarten Core Knowledge Academy
Jennifer Gates, Plummer/Worley Joint School District
Jolene Gunn, Meridian Joint School District
Donna Sulfridge, Mountain Home School District
Betty Turner, Boise School District

ATTACHMENTS

Attachment 1 – Resume for Sindy Black Page 3
Attachment 2 – Resume for Kathleen Davis Page 11
Attachment 3 – Resume for Kathy Duplessis Page 19
Attachment 4 – Resume for Jennifer Gates Page 21
Attachment 5 – Resume for Jolene Gunn Page 31
Attachment 6 – Resume for Donna Sulfridge Page 39
Attachment 7 – Resume for Betty Turner Page 43

Attachment 8 – List of Professional Standards Commission Members Page 51

BOARD ACTION

I move to appoint Donna Sulfridge as a member of the Professional Standards Commission, representing Elementary Classroom Teachers, for the remainder of a three-year term effective immediately and ending June 30, 2015.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

CONSENT AGENDA
JUNE 18, 2014

Exhibit J

Date submitted_____

APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION

Name Sindy Black School Jefferson Elemtary

Home Address 444 S. 200E Sch. Address Jerome 261 600 No Fillmore

City Jerome Zip Code 83338 City Jerome Zip 833308

Home Ph. 208-539-6908 Sch. Ph. 208-324-8896 ex 2025

E-mail Address sindy.black@jeromeschods.org

PSC Position applied for: (check one)
(a) ✓ classroom teacher
(b) ___ special education teacher
(c) ___ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Elementary K-8 BS.	Aug. 2014
have sent in money and application for renew.	

Education Background [Degrees and places obtained]

Degree	School
K-8 Elementary BS	ISU 2004

Professional Experience [Date, place and position]

Date	Place	Position
Aug 2004 - present	Jefferson Elemtary Jerome	1st for 9 yrs, 3rd my present year

(over)

CONSENT AGENDA
JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA
(including offices)

Very active in church and work with youth for 13 yrs as president and organized a girls camp for 10 of those years also. — BSA - trainer - trained adults and taught wood badge.

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Jerome Boosters Club - Atheletic
Jerome Band boosters - organizing committe - for trips to band activities. Marching Competitions - Vice + Co-Vice -

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO __.

Applicant's signature Lindy P. Black

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr.X NO __.

1/07

444 So. 200 E.
Jerome, Idaho 83338
208-539-6908
sindy.black@jeromeschools.org

SINDY BLACK

Tell Me I forget. Teach me I remember. Involve me and I learn.
Benjamin Franklin

SKILLS & ABILITIES

- Organization skills
- Commitment
- Technology skills
- Leadership skills
- Communication

EXPERIENCE

JEROME SCHOOL DISTRICT #261

August 2004-present

- 1st grade team leader, planning agendas, field trips, PLC etc.
- District Math team looking into curriculum.
- A teacher representative for PTO (parent organization)
- Served on the building leadership team,
- Trained mentor for our school district. This is third time and this year I am mentoring two teachers.
- Class on Charlotte Danielson Framework for Teaching use this with our mentoring program.
- Class also in SIOP and Marazono strategies to help mentees.
- District Pay for Performance committee and Differentiate pay committee for the past two years.
- The past year I have attended the i3C, Schoolnet, Discovery workshops. (10 days) present concepts at staff meeting.
- Negotiations 4 years with district.

EDUCATION

Rick's College now BYU-I Rexburg, Idaho 1975-1976 Associate in Family Services and Early Elementary Education

CSI Twin Falls Various times in life to pick up extra credits.

Idaho State University - Pocatello, Idaho 2001-2004

I finished my schooling at ISU from CSI campus. I started in January and went straight until finishing in May of 2004. I was 45 when I started to finish my degree. I took no breaks and was able to finish with honors in May. My time there I carried 3.89. I tutored many students to finish their technology portfolios. I was in on some of new testing that was done. I took one of the first Praxis test, pedagogy test for Elementary and did extensive work for the Literacy test. I did real well on all test scoring well above what the norm became. I helped work on teaching portfolio with other student who struggled. I worked in the technology lab also during my time. I sat on the review board twice to interview new candidates for the teacher program. I put three teenager through Jerome High School and was there for my two elementary girls. I did my 409 and student teaching at Lincoln Elementary. Upon graduation I was able to get a job teaching in Jerome.

LEADERSHIP

Church – I have been very active in my church working with teenagers for 13 years. I had the opportunity to organize many activities for them some as small as 15 to 200 girls for a week long camp. (which I did for 10 years in a row) I have been the president of the youth and primary age children where I have been actively involved in those organizations.

BSA – Boy Scouts of America: For several years I was a trainer in the Cub scout program. Where I trained leaders at district roundtables or for individual troops. I helped organize day camps for the boys and many for their leaders. I spent 2 years working with Woodbadage program which is a weeklong training for Cub and Boy Scout leaders.

IDEA- I have been a member of Idaho Education Association all my teaching career. 10 yrs. I have sat on the JEA negation committee for 4 years. I have been president of our local, Jerome Education Association for the last two years. I have gone to many trainings and conferences with this organization. I went up to legislative hearing and my husband testified at those hearing what he believed to be the outcome

of the laws that had been passed. I worked extensively in phone banks, door to door, and getting signature for recall of the votes. I attend the trainings that were held to help us become better leaders.

REFERENCES

JOLENE DOCKSTADER

Jerome Middle School 7th Teacher

Letter enclosed

jolene.dockstader@jeromeschool.org

DALE LAYNE

Jerome School Superintendent

Letter enclosed

dale.layne@jeromeschool.org

GINA ORDEZ

Idaho Milk, Purchasing

Letter enclosed

---

520 10th Ave. West
Jerome, ID 83338
April 16, 2014

Penni Cyr, President
Idaho Education Association
P.O. Box 2368
Boise, ID 83701

SUBJECT: Sindy Black

Dear ~~Mrs. Cyr~~ Penni:

This is a letter of recommendation for Sindy Black, a third grade teacher in the Jerome School District, to serve as an Elementary Classroom Teacher on the Professional Standards Commission. I have worked with Sindy for many years as a colleague at school and through the Jerome Education Association (JEA). I believe she will be a great asset to the committee as she is not only a great teacher and leader but she also makes sure that her interactions with both students and peers are ethical and professional.

Because of Sindy's work with JEA she is familiar with professional codes and standards of ethics, conduct, and professional practices pertinent to certified employees of the district. She has worked with and mentored teachers in her building to create an atmosphere that is both positive and encouraging to work in. Sindy has also worked on many committees in her building to write curriculum, write lesson plans, and establish routines for collaboration. And finally, Sindy is a veteran teacher which gives her experience and insight into the decisions the Commission works on with teacher education, teacher certification, and standards.

I hope you will consider nominating Sindy Black as a member of the Professional Standards Commission. Please contact me if you have any questions or if I can offer further information about her.

Sincerely,

C. Jolene Dockstader, Ed.D

April 18, 2014

RE: Sindy Black

To Whom It May Concern:

I'm writing in reference to Sindy Black. I have known Sindy for about 8 years. We met when our children were in the Marching Band. I was Moderator of our Music Boosters and she was a member. As boosters we facilitated fundraisers, chaperoned events including traveling out of state with the band and provided direction and guidance for the band students. During our time as Music Boosters we developed a friendship that has lasted even though we are no longer members of the booster club.

Working with 100+ teenagers and their parents was not always an easy task. Sindy's temperament is one that has a calming effect and is beneficial in diffusing even the most difficult situation. She is often a voice of reason in times where it may have been questionable as to whether reason would be found.

Sindy's ability to observe and assess a situation and offer sound advice and reason was an asset for our organization. She adapts well to different situations and was able to work well with both our teenagers and adults.

Sindy is a great planner and practices her organization skills. She is detail oriented and was a great help when we were planning events helping to ensure that even the slightest detail did not get overlooked.

Sindy is pleasant to be around. She is compassionate and mindful of how her approach and words can affect others and yet speaks to the situation regardless of how uncomfortable it may be. I believe that those qualities make her a more successful communicator as well as a team member.

I am grateful to be associated with Sindy and believe that she would be an asset in any organization or position.

Sincerely,

Gina Ordaz

Gina Ordaz
509 East J
Jerome, ID 83338
208-410-0269

Jerome Jt. School District No. 261
District Office
125 4th Avenue West
Jerome, Idaho 83338
Telephone (208) 324-2392 • FAX (208) 324-7609
Dale Layne, Superintendent of Schools

April 18, 2014

To The Professional Standards Commission Selection Committee:

I am writing this letter of recommendation for Mrs. Sindy Black, as part of her application process for a position on the Professional Standards Commission. Mrs. Black has worked in the Jerome School District for ten years at Jefferson Elementary School. During that time she has taught first and third grades. Five of those years, I was her the building principal at Jefferson Elementary and am now the district superintendent.

Mrs. Black holds the personal qualities that are required of someone serving on the Professional Standards Commission, including honesty and integrity. Mrs. Black has experience working in a cooperative team setting in that she has been willing to participate in building and district committees and teams.

I understand the Mrs. Black may need to participate in meetings that will require her not being in the classroom. The Jerome School District supports the commission and Mrs. Black as these become necessary.

Mrs. Black would be a good member of this committee, if she is selected.

Sincerely,

Dale Layne
Superintendent of Schools

KATHLEEN A. DAVIS

3058 Cherry Creek Rd.
St. Maries, ID 83861
Home Phone (208) 245-3801
Cell (208) 582-0187

February 28, 2012

Penni Cyr, IEA President
Idaho Education Association
P.O. Box 2638
Boise, ID 83701

Dear Ms. Cyr,

I respectfully submit my application and required documents for consideration for the IEA's selection of a representative to the Idaho Professional Standards Commission.

I believe it is imperative that the profession be protected from negative influences. One way in which we, as teachers, can help in this effort is to monitor practices which ensure that ethical conduct is employed at all times. This will not only make certain that those we come into contact are protected from wrong doing, but also ensure that those in the profession of education are not tarnished by the misdeeds or unprofessional choices of others. This review process also provides assurance that educators will be treated appropriately if accusations should arrive and that false accusations can be handled with integrity.

I have included the following documents: application, resume, statement of commitment to education, along with three letters of recommendation.
Should you have additional questions, please contact me so that I might provide any necessary information.

Thank you for considering me as a candidate for this appointment.

Sincerely,

Kathleen A. Davis

Kathleen A. Davis

Enc: PSC Application
Resume
Statement of Commitment to Education
Letters of Recommendation
D.Kachelmier
D. Baerlocher
N. Huddleston

MAR 0 9 2012

Exhibit J
Date submitted_____

APPLICATION FOR PROFESSIONAL STANDARDS COMMISSION

Name Kathleen A. Davis School St. Maries Middle School

Home Address 3058 Cherry Creek Rd. Sch. Address 1315 Jefferson Ave.

City St. Maries Zip Code 83861 City St. Maries Zip 83861

Home Ph. 208 245 3801 Sch. Ph. 208 245-3495

E-mail Address cherry3058@aol.com

PSC Position applied for: (check one)
(a) _X_ classroom teacher
(b) ____ special education teacher
(c) ____ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type		Expiration Date
Standard Elementary	All Subjects K-8	9-1-2013
Reading	K-12	9-1-2013
English	K-9	9-1-2013

Education Background [Degrees and places obtained]

Degree	School
B.S. Elem Ed	Lewis-Clark State College, Lewiston, ID
M.Ed Curriculum & Instruction	University of Idaho, Moscow, ID

Professional Experience [Date, place and position]

Date	Place	Position
1998-1999	Heyburn Elementary, St. Maries, ID	Substitute Teacher
1999-2005	UpRiver School, Fernwood, ID	Classroom Teacher/Title I
2000-2008	Heyburn Elementary, St. Maries, ID	Summer Reading Teacher
2005-present	St. Maries Middle School, St. Maries, ID	Classroom Teacher

(over)

Professional Associations and related activities other than IEA/NEA
(including offices)

St. Maries Education Association	2001-Present	Building Rep
St. Maries Education Association	2009-2011	Delegate
St. Maries Education Association	2005-present	Treasurer
SMEA	1998-present	Member
International Reading Association	1998-present	
Kappa Delta Pi		
University of Idaho Alumni Association		
Lewis-Clark State College Alumni Association		
National Teachers of English		
Idaho Library Association		

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Benewah County Library Board of Directors		2008-present
Benewah County Library Board of Directors	Chairperson	2010-present
North Idaho Volleyball Club		1998-2006
St. Maries High School Booster Club		2000-present
St. Maries Church of the Nazarene		1990-present
Heyburn Parent Teacher Organization		1992-1998
P.E.O. International		2009-present
Parents Helping Parents		1999-2005

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES _X_ NO __.

Applicant's signature Kathleen R. Davis

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr._X_ NO __.

1/07

KATHLEEN A. DAVIS

3058 Cherry Creek Rd.
St. Maries, ID 83861
Home Phone (208)245-3801 208 582-0187

OBJECTIVE: I would like the opportunity to serve on the Professional Standards Commission.

QUALIFICATIONS

In my 14 years of teaching, I have provided appropriate instruction to children in grades Pre K-8. During this time I have taken additional responsibilities and focused on strengthening community involvement in our school. By seeking workshops and conferences that focus on subject areas for which I am responsible, I have attempted to use current research and data to offer my students an optimal learning environment. My experience has included working with preservice teachers, novice teachers, and with college instructors involved in mentoring new teachers in order to provide resources and support that will aid them in a positive transition into the profession.

EDUCATION

1974-1978 High School Diploma, St. Maries High School, St. Maries, ID
1994-1998 B.S. Elementary Education, Lewis Clark State College, Lewiston, ID
Endorsements in Reading K-12 and English K-9
2002-2005 M. Ed. Curriculum and Instruction, University of Idaho, Moscow, ID

EMPLOYMENT

1998-1999 *Teacher, Heyburn Elementary, SD #041, St. Maries, ID*
Sept. - Jan Served as support personnel for Special Education Department. Responsible for weekly activities for grades K-5.

1999-1999 *Substitute Teacher, Heyburn Elementary, SD #041, St. Maries, ID*
Jan - June Performed as long term substitute. Responsible for daily instruction and activities for twenty preschool age children including those with special needs.
Responsible for all planning and assessment in fourth grade classroom. In addition assumed all committee activities and assignments for teacher on leave during the final academic quarter.

1999-2005 *Classroom Teacher, UpRiver Elementary, SD #041, St. Maries, ID*
Assigned instruction in Language Arts, Geography, and Math for grades 6-8. This position included work within the Title I program. During this time I served on the technology, spelling bee, and assemblies committees.

2000-2008 *Teacher for Summer Reading Program, SD #041, St. Maries, ID*
Provided remediation for students in primary grades identified through IRI assessments.

2005-present *Classroom Teacher, St. Maries Middle School, SD #041, St. Maries, ID*
Language Arts, Grades 7-8, All subjects Grade 6
Responsible for instruction in reading and English. Member of district professional development committee, and RTI team. Mentor for novice teachers. Facilitator for collaboration activities. Coordinator for building RTI team. Assisted in staff development for Danielson Evaluation Model.

RELATED ACTIVITES

1998-present Active Member St. Maries Education Association
2003-2005 St. Maries Education Association Building Representative
2008-present St. Maries Education Association Treasurer; Delegate
2008-present Benewah County Library Association Board Trustee
Chair 2010-present
2010-present Active member P.E.O.
Chair - Scholarship committee 2010-present; Treasurer - 2012

February 28, 2012

To Whom It May Concern:

I am writing this recommendation for Kathy Davis, a sixth grade teacher at St. Maries Middle School, for the PSC committee.

Kathy graduated with a Bachelor of Science degree from LCSC in 1998 with endorsements in Reading K-12, and English K-9. After substituting for one year, Kathy began her teaching career at Upriver Elementary where she taught Language Arts, Geography and Math for grades 6-8. During this time she served on the technology, spelling bee and assemblies committees. In 2005 she transferred to St. Maries Middle School where she taught Language Arts to the 7-8th grades. Presently she is teaching 6th grade. From 2000-2008 she was an instructor for the Summer Reading program offered here in St. Maries. In 2005 Kathy graduated with a masters degree in Curriculum and Instruction from the University of Idaho.

Kathy is truly an outstanding leader and a person who is dedicated to the teaching profession. She has been instrumental in leading our school district with the Charlotte Danielson evaluation process. Trained by the IEA, she has attended workshops, lead discussion groups in the district, and been a facilitator for the model. Her professional leadership has been noted in St. Maries School District as she has served on the district's professional development committee, text book selection committee, RTI team, a facilitator for collaboration activities, as well as a mentor for novice teachers.

In the community, Kathy has been active in P.E.O. and is currently serving on the Benewah County Library Association as a Board Trustee.

Kathy, an enthusiastic and engaging teacher, has excellent rapport and nurtures hers students to achieve success.

Kathy has been a member of her professional organization since becoming a teacher. She has served as a building representative, treasurer, and been a delegate to the IEA delegate assembly.

As a member of the Professional Standards Commission, Kathy would be a reliable, hard working and dependable individual. She is willing to commit her time and efforts necessary to work on this important committee. She has the background, motivation, and inspiration to work with her fellow educators. She would be an advocate for the teaching profession.

As a retired teacher and Region 1 board member, it is with great pleasure that I recommend Kathy Davis for the position on the Professional Standards Commission.

Sincerely,

Dale Baerlocher

February 29, 2012

Re: Kathy Davis

Dear Sir/Madam:

It is my pleasure to recommend Kathy Davis as a candidate for the Professional Standards Commission. I have known Kathy for seven years. I began teaching within the district five years ago and was grateful and fortunate to have Kathy as my mentor. Her commitment to aiding me in my educational growth has continued long after my first year of teaching.

Recommending Kathy is an honor when considering her level of professional dedication to education. She has been the cornerstone in developing and implementing RTI within our building. Kathy continues to take a proactive approach in educating herself on the latest RTI development; then she collaborates with staff and RTI committee members to provide quality educational growth for all students.

Kathy's dedication in assuring student learning and staff accountability has branched out in many leadership rolls within the middle school. She thrives at the opportunity to aide in committee development that supports students, staff, and district growth. Kathy is also a leader on the school Professional Development team and as well as an active member of IEA. Her commitment to education and students continue with her active involvement in community committees such as the Benewah Library Association and our local P.E.O

Kathy enhances the commitment level within the building through her ethical and moral practices as an educator. Her leadership qualities, years of educational experience, and ethical standards, make her a person that is not only a leader but a trusteed colleague and mentor for all staff members. Your committee would benefit from Kathy's strong leadership, professionalism, and her ability to create strong collaboration among staff.

Sincerely,

Nikki Huddleston

Nikki Huddleston

Language/Art Teacher

St. Maries Middle School Dennis Kachelmier, Principal/Athletic Director Scott Sanford, Counselor
Inga McCarter, Secretary

February 29, 2012

Professional Standards Commission
650 West State Street
PO Box 83720
Boise, ID 83720-0027

To Whom It May Concern;

It is my pleasure to recommend Kathleen A Davis for the classroom teacher opening on the Professional Standards Commission. Mrs. Davis has taught Language Arts at St. Maries Middle School for the past seven years, which coincides with my arrival as principal at St. Maries.

Mrs. Davis has been a leader in areas of curriculum, innovation, student personnel and staff development. Her professionalism is beyond her years of experience, and she is definitely a leader of teachers. The conduct of "Kathy" Davis is above reproach. In 30 years of education I believe Kathy Davis would be in the top two people I would recommend for this commission.

Her professional, collaborative demeanor would make her a good selection for the committee due to the ability to work well within a group. Mrs. Davis is professional in her communications to students, staff, and the public. I can think of no limitation or personal attribute that would cause me any area of concern with this recommendation. As a result I give Kathleen A. Davis my highest recommendation, without reservation. If I can provide further information, please feel free to contact me at 208-582-0213.

Sincerely,

Dennis Kachelmier

Dennis Kachelmier, Principal

1315 Jefferson Avenue
St. Maries, Idaho 83861
Phone: 208-245-3495
Fax: 208-245-0506

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KATHY DUPLESSIS

Kathy's educational contributions span over 30 years of working with young children, their families and the wonderful people who dedicate their lives to teaching. She has an Associate in Early Childhood Education and a Bachelor's Degree in Elementary Education.

Not only has Kathy taught in preschool and elementary classrooms, she has mentored and trained preschool classroom teachers in her position as Education Specialist at Head Start. She was also given the responsibility of setting up and running a successful Head Start program in Rexburg. Her position with Idaho Stars provided her the opportunity to mentor and coach adults in the early childhood field.

Throughout Kathy's career, she has welcomed opportunities for travel, self-study and professional development. On her resume, please note her experience and awards serving on various boards and committees, including 10 years as Chairperson of First Book-Bonneville County. She has a strong record of commitment, teamwork and growth throughout her career.

Kathy's education and experience have prepared her well for the responsibility of serving on the Professional Standards Commission. I encourage you to give her your highest consideration. Kathy's resume' follows.

Kathryn Duplessis
3111 Brookstone Circle Ammon, ID 83406
Home: (208) 528-8396 Cell: (208) 390-9505
kduplessis@cableone.net

Professional Experience

2010-Present: Kindergarten Core Knowledge Academy Teacher
Teach Core Knowledge curriculum enrichment experiences to kindergarten students who receive standards in the morning session. Providing additional educational opportunities utilizing community resources.

2007-2010 White Pine Charter School Teachers' Aide
Assisted Special Education Teacher in providing services for children in kindergarten through 3rd grade.

2007-2008 Independent Contractor/Mentor Idaho AEYC
Provided support, guidance, and information to apprentices in the Idaho Quality Child Care Apprenticeship Program.

2003-2007: EICAP Head Start Early Childhood Education Specialist
Eastern Idaho Community Action Partnership (formerly EISSA), Idaho Falls, ID
Trained and Mentored preschool classroom teachers located in six Head Start Centers on Policies and Procedures and Developmentally Appropriate Practice ensuring compliance with Federal Head Start Performance Standards. From June 2006 to March 2007 also managed the program's Disabilities Services.

2002-2003: Head Start Family Advocate
EISSA, Idaho Falls, ID
Provided home visit and outreach services for clientele. Prepared and presented educational materials on home visits, at parent meetings and through newsletters. Was responsible for file setup, maintenance and computer tracking. Participated one day a week in preschool classroom.

2000-2002: Head Start Center Manager/Family Advocate
EISSA, Rexburg, ID
Set up and implemented Head Start program in Rexburg. Was responsible for Head Start preschool's daily operations, including home visits, teaching in the classroom, intake, client recruitment and enrollment, client communication, computer usage, community/ school district relations, recruitment, training and supervision of staff, parents and volunteers. Generated in-kind goods and services for non-profit agency. Performed public relations activities for community involvement.

1995-2000: Head Start Family/Child Advocate (Preschool Teacher)
EISSA, Idaho Falls, ID
Taught 3-5 year olds in a preschool setting also conducting home visits with their families. Each school year gained progressively more leader/staff training duties.

1993-1996: Substitute Teacher K-6 (Long-term positions in Kindergarten and First Grade)
1994 & 1996: Summer School Teacher's Aide
1993 Student Teacher: First grade & Fourth Grade
1983-1991: Child Care Teacher
Taught 2-10 year olds in day care settings in Illinois and Montana. Trained staff, volunteers and practicum students in developmentally appropriate activities and center procedures.

Education

Idaho State University Pocatello, ID--B.S. Elementary Education 1993 (With Honors)
Certification: Idaho Standard Elementary All Subjects K/8
Award in Proficiency in Child Care, Champaign, IL 1989
Danville College Danville, IL--A.S. Early Childhood Education 1983

Professional Accomplishments/Affiliations

Foster Grandparent Program of S.E. Idaho Board Member and Site Supervisor 2013-Present
Northwest Professional Educator Member 2012-Present
Girl Scouts of Silver Sage "Woman of Today" award 2012
First Book-Bonneville County Chairman of the Board 2003-2013, National "Hero of the Month" Nov. 2006
Idaho Head Start Association Staff of the Year for Early Childhood Education 2005
Help Inc. Parents as Teachers Advisory Board and Volunteer 1999-2006
Idaho Head Start Association "Teacher of the Year" 2001
EICAP "Employee of the Year" 2001
Big Brother/Big Sister Program Volunteer 1991-2002, "Big Sister of the Year" 1995

Jennifer Gates

12015 E. Lenora Drive
Spokane Valley, WA 99206
jgates314@hotmail.com
(509) 998-9218

April 20, 2014

Ms. Penni Cyr
President, Idaho Education Association
620 N. 6th St.
PO Box 2638
Boise, ID 838701

Re: Professional Standards Commission

Dear Ms. Cyr,

I am interested in filling the Elementary Classroom Teacher position on the Professional Standards Commission. I have been an elementary teacher for seven years, but more importantly, a professional advocate for children for over 25 years as noted in my resume.

The Professional Standards Commission is a vital component to the learning community. I want our children to continue to move forward and this is another way to be a part of this movement. Holding teachers accountable and helping them to grow is an important aspect of education if we want to see our students thrive and become successful. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. One of the most important things we can do for our students is to make sure that we have teachers in place who truly are dedicated to the standards that have been set. The Professional Standards Commission helps to assure that we have educators that uphold principles and ethics that are necessary for that to happen. I enjoy being a part of the changes and moving forward to help our children, not standing on the sidelines waiting for others to do the work.

My commitment to the profession is to always be striving to be better at enhancing the education of our children and that of our profession. Our children are our future, and I strive daily to produce an environment that makes them want to learn and to make sure that I continue to be open to learning every day as well. The Professional Standards Commission is the opportunity to assure quality teachers are in the classroom and to help those make needed changes if necessary.

Thank you for considering me for this position. I look forward to hearing from you.

Sincerely,

Jennifer Gates

Jennifer Gates

CONSENT AGENDA
JUNE 18, 2014

Exhibit J

Date submitted April 24, 2014

APPLICATION FOR PROFESSIONAL STANDARDS COMMISSION

Name Jennifer Gates

School Lakeside Elementary

Home Address 12015 E. Lenora Drive

Sch. Address 1157 E Street

City Spokane Valley, WA Zip Code 99206

City Plummer Zip 83851

Home Ph. (509 998-9218

Sch. Ph. (208) 686-2144

E-mail Address jgates314@hotmail.com

PSC Position applied for: (check one)
(a) X classroom teacher
(b) ___ special education teacher
(c) ___ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Standard Elementary, All Subjects K/8, Literacy K/12 - Idaho	9/01/2015
Residency Teacher, Elementary Education, Reading - Washington	

Education Background [Degrees and places obtained]

Degree	School
Masters of Education	Whitworth University
Certification in Elementary Education	Whitworth University
Bachelor of Arts, Applied Psychology	Eastern Washington University

Professional Experience [Date, place and position]

Date	Place	Position
9/2007 - present	Lakeside Elementary	Second Grade Teacher
1/2007-5/2007	Trent Elementary, Spokane, WA	Student Teacher, 4th grade
7/1990-present	Excelsior Youth Center, Spokane, WA	Group counselor, medical coordinator assistant, Pro-Act Instructor

(over)

CONSENT AGENDA
JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA (including offices)

IEA - Plummer Worley President

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Girl Scouts

Boy Scouts

Upward coach

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO __.

Applicant's signature Jennifer Bates

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr. X NO __.

1/07

Jennifer Gates

12015 E. Lenora Drive Spokane Valley, WA, 99206 jgates314@hotmail.com (509)998-9218

Summary of Professional Qualifications

- Twenty-five years experience with at-risk children
- Thirteen years experience teaching Professional Assault Crisis Training
- Six year experience teaching Sunday School, Preschool – Third Grade

Education

Whitworth University, Spokane, Washington
Masters of Education
June 2011
Dean's List

Whitworth College, Spokane, Washington
Certification in Elementary Education – endorsement in Reading, emphasis in Social Studies
June 2007
Dean's List

Eastern Washington University, Cheney, Washington
Bachelor of Arts – Applied Psychology
January 1991

Certification

Standard Elementary, State of Idaho, September 2007
All Subject K/8
Literacy K/12
Residency Teacher Certificate, State of Washington, June 2007
Highly Qualified and Endorsed in the following areas:
Elementary Education, September 16, 2006
Reading, January 13, 2007

Professional Experiences

- Teacher – Second Grade, Fall 2007 – present
  Lakeside Elementary, Plummer, Idaho

  I participate in students learning while obtaining classroom management, on-going assessments, parent/community communication, Individual Education Plans, collaboration, along with many other day to day activities. I am currently a member of the Response to Intervention team, Positive Behavior Intervention System team, Student Study Team, and have been on the District Leadership team.

- Student Teacher – Fourth Grade, Spring 2007
  Trent Elementary, Spokane Valley, Washington

  While student teaching, I participated in and was responsible for student learning, classroom management, assessment, parent communication, administering the WASL, parent conferences, math night, SST – Student Study Team, MDT – Multi-Disciplinary Team, summits, collaboration, student profiling, and other tasks as needed. In meeting Washington State/district standards, I completed a performance-based pedagogy assessment and developed a professional growth plan. I also had several field experiences between 2006 and 2007.

Work Experience

- Relief Counselor 9/07 – present
  Excelsior Youth Center, Spokane, Washington

  I am responsible for at-risk children ages 10-18 who are economically, behaviorally, and emotionally challenged.

- Medical Coordinator Assistant 3/04-9/07
  Excelsior Youth Center, Spokane, Washington

  I was responsible for overseeing the medication for the children and training for the staff in regards to the medication, Rebuilding Spokane Together, extensive experience and familiarity with economically, behaviorally, and emotionally challenged individuals.

- Senior Group Counselor 7/90-3/04
  Excelsior Youth Center

  I was responsible for the staff and children residing there, staff trainings, mini-groups i.e. drug and alcohol education, anger management, independent living skills, recreation, sex education, victim awareness, etc; providing healthier living choices, parent/foster parent communication, MDT – Multi-Disciplinary Team, caseworker and attorney communication, Family Fun Day, development of treatment plans, conducted assessments, multi- disciplinary evaluation, and extensive experience and familiarity with economically, emotionally, and behaviorally challenged individuals.

- Pro-Act Instructor 3/93- 3/06
  Excelsior Youth Center, Spokane, Washington

  I was responsible for the training and education for staff in crisis management. This training emphasized self-control, choices, teamwork, individuality, diversity, and age appropriateness. Pro-Act evaluates strengths and how to utilize those strengths to empower the children.

References

Mike Crabtree
Principal
Lakeside Elementary
(208) 686-2199

Judi Sharrett
Superintendent
Plummer-Worley School District S
(208) 686-1621

Teresa Hurliman
Idaho Capacity Builder
Spokane Schools Retired Principal
(509) 570-6660

Lakeside Elementary School
P.O. Box 130, 1345 E. Street
Plummer, ID 83851
☎(208) 686-1651 🖷 (208) 686-2118
http://www.pwsd44.com

2014

To Whom It May Concern,

It is an honor to write a letter of recommendation for Jennifer Gates. Jennifer is currently an elementary teacher at Lakeside Elementary School in the Plummer-Worley School District.

Jennifer is one of the most outstanding educators that I have had the opportunity to work with and learn from. She puts in a great deal of time and does a terrific job in all aspects of her responsibilities. Jennifer possesses a genuine passion for her students and is driven by a moral imperative to support all students to reach their potential. She is aware of all students' needs and knows how to reach each of them. Jennifer exhibits her dedication in all situations and interactions not only with students, but with her peers and administration. She truly gives one hundred percent with students, parents and staff. She will go the extra mile to help all students academically and socially whether they are in her classroom or someone else's.

The teachers respect Jennifer and learn from her knowledge level and develop compassion from her tender heart. Jennifer is a team player who has an excellent partnership with all staff and administrators in the Plummer-Worley School District. Jennifer has many leadership qualities and is very supportive with the overall educational activities of the School-Wide Title 1 Elementary School and district initiatives. She is engaged in weekly collaboration with teammates. During this collaboration time lessons are developed and student work is assessed.

Jennifer is always well-prepared, confident, and eager to teach students. She is highly knowledgeable with the curriculum and assessments as well as effective teaching strategies. She follows the state and common core standards in coordination with both the district and the school curriculum. She implements strategies to engage all students in high levels of learning. Jennifer presents herself in a highly professional manner: from communication with parents, to lesson planning, to delivering instructions, to collaboration among staff members. Jennifer models her strong abilities, skills, and professionalism in all areas of our school.

During Jennifer's daily lessons I have observed her to treat students with respect and courtesy. She listens to their responses, understands and uses methods for delivering the curriculum in a clear, sequential and thoughtful manner. She is able to move backward and forward in her lessons to accommodate for the differences in abilities of students during the delivery of instruction. She clearly understands that lesson plans are used as a tool and is comfortable to move toward the moment. It is evident Jennifer is highly skilled with differentiated instruction. Jennifer genuinely cares about her students and their needs both emotionally, socially, and academically.

Jennifer's engagement with activities and professional development is above and beyond most teachers. The following is just a sample list:

Weekly collaboration with building resources
Collaborated with Data Driven Dialogues
Data Assessments (Formative & Summative)
Differentiated Instruction
Developing modifications and interventions
Establishing and maintaining positive & collaborative relationships with parents
Establishing and maintaining positive collaboration with staff and students
Open communication with other providers to discuss needs of students and how to best align services
District Staff Development
Involved with Calibration Walk-Throughs
Staff Walk-Throughs
Common Core
SBAC Training

People respect Jennifer because they admire her honesty and sincerity. She is kind and compassionate with students, staff and community. Jennifer always demonstrates a big heart in her dealings with people regardless of their age or position in life. She works to accommodate people whenever possible, but is never willing to sacrifice the education of a student in the process.

Jennifer works very hard and her dedication to her profession is outstanding. People adore her warmth and caring attitude. It is an honor to work with such a terrific person.

Sincerely,

Mike Crabtree
Principal, Lakeside Elementary

PO Box 130 * 1157 E Street
Plummer, ID 83851-0130
Phone (208) 686-1621
Fax (208) 686-2108
www.pwsd44.com

Plummer-Worley Joint School District No. 44

4/15/2014

Dear Ms. Cyr,

I'm writing this letter of recommendation on behalf of Jenn Gates to serve on the Professional Standards Commission. Jenn has been a second grade teacher at Lakeside Elementary in the Plummer Worley School District since 2007. Jenn is interested in pursuing a vacancy on the committee through the IEA organization. As the Superintendent of this small district, I am well-acquainted with the quality of her teaching and feel qualified to speak to her character and work ethic.

I expect all staff to constantly strive to be impeccable and vigilant about the effect words and actions have on other people. It is also my expectation everyone uphold the highest level of confidentiality in the many sensitive issues arising as a result of being an employee of the Plummer Worley School District. It is one thing to set high expectations, however, it is rare for them to be met consistently by any individual.

Jenn Gates exceeds my expectations for staff. In a small district with many at-risk students, staff is presented with daily opportunities to demonstrate quality of character. A highly ethical teacher-leader, Jenn has been an asset to the elementary because of her high integrity and willingness to give honest feedback. She applies 100% of herself to *everything* she does with a sense of humor and without complaint.

Jenn Gates is a powerhouse as a person and staff member. The best part about Jenn is her calm yet firm demeanor. Jenn is self-motivated, caring, intelligent, and enthusiastic in her drive to always do her best in service to others. For these reasons and more, I believe Jenn Gates would be a great choice to serve on the Professional Standards Commission.

Sincerely,

Judi Sharrett

Judi Sharrett, Superintendent

April 23, 2014

To whom it may concern,

I am pleased to write a letter of recommendation for Jennifer Gates. I have known Jenn for the past 6 years at Lakeside Elementary where she has been a teacher and I have been a school improvement coach.

During this time, I have had a chance to observe and work with Jenn. First and foremost, she is a quality teacher; her classes are structured so students know what to expect. Jenn differentiates her instruction with her students by digging down deep to determine what each child needs, and developing a plan for them. She keeps track of student progress and makes adjustments to the student's program when needed. Besides focusing on a quality academic program, Jenn is one of those teachers that values strong relationships with her students.

Jenn is a natural leader. Her peers seek her input and advice. She has effectively served on various teams and committees, helping move the school forward. She has also been an asset to her school by sharing her expertise with de-escalation skills and has provided training to them in the past. Recently, she has assumed the role of Union president for Plummer-Worley School District and is well respected in that role.

Jenn is warm, personable and cares about people. She is an excellent communicator, equally comfortable expressing concerns, as well as communicating when things are going well. She is intelligent, curious and always open to learning something new.

In summary, Jenn is the kind of person you want on your team. She is hard working, reliable and a can-do person. She has a great sense of humor and helps contribute to a positive team culture. She is energetic, enthusiastic and her positive attitude is a plus in developing collaborative relationships with staff and parents.

I strongly recommend Jenn as a competent teacher, collaborator and leader. I consider her an asset to any leadership position and would strongly encourage you to consider her for your position.

Sincerely,

Teresa Hurliman

Teresa Hurliman

Idaho Capacity Builder
Spokane Schools Retired Principal
509-570-6660

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GALILEO
STEM School
Science, Technology, Engineering and Math
Suanne McCullough, Principal
4735 West Saguaro Drive
Eagle, ID 83616
Phone 208-350-4105 * Fax 208-350-4119

April 25, 2014

Dear Professional Standards Commission:

Jolene Gunn is a fourth grade teacher at Galileo STEM Academy. I have had the pleasure of working with Jolene at Galileo since we opened the school in August 2007.

Jolene works closely with a team of five other teachers in the fourth and fifth grade levels at Galileo. We are a K-8 school with a population of 735 students. The teachers work closely together and collaborate every Wednesday morning to discuss student achievement and behaviors and how to coordinate and improve the instruction at Galileo to meet the needs of our specific student population. Jolene is a master teacher and offers much to the collaboration discussions of her own grade level and the other grade levels she attends. She also has served as a mentor to many student teachers at Galileo over the years. Jolene is liked and respected by the staff at Galileo and the Galileo extended community. Many seek her out for advice because of her expertise in the field of education.

In working with Jolene I have found her integrity to be impeccable. Jolene understands the Professional Standards document and her professional actions reflect those standards. Jolene keeps the confidentiality of all sensitive and protected student and educational information. She abides by all policies, laws and statutes. Her relationships with students is professional both inside and outside of the classroom. She does not abuse drugs or alcohol. Jolene is honest at all times and in all circumstances. She does not accept favors or bribes from anyone. The gifts she may receive are things her students have made for her and are appropriate for a students to give their teacher. Jolene has reported alleged breaches in the code of ethics for Idaho Professional Educators so these breaches could be addressed and stopped. She is very responsible, proactive and analytical in her approach to problem solving and planning. She remains calm under pressure and can calmly discuss emotional issues with staff, students and parents rationally. She works countless hours to be sure her instruction is meeting the individual learning needs of her students, and that the feedback she provides to the staff is based on sound teaching practice and research. Jolene handles all of her her professional responsibilities with enthusiasm and integrity. I trust Jolene's professional judgment. The staff, students, parents and patrons of Galileo respect Jolene and enjoy working with her.

It is my considered opinion that Jolene would be an excellent candidate for a seat on the Professional Standards Commission Board, and it is on this basis that I offer her my personal endorsement in this endeavor.

Sincerely,

Suanne McCullough

Suanne McCullough
Principal

CONSENT AGENDA
JUNE 18, 2014

Exhibit J
Date submitted 4-25-14

APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION

Name Jolene Gunn School Galileo STEM Academy

Home Address 1444 Falcon Rim Ct. Sch. Address 4735 W. Saguaro Dr.

City Eagle Zip Code 83616 City Eagle Zip 83616

Home Ph. (208) 830-0999 Sch. Ph. (208)

E-mail Address gunn.jolene@meridianschools.org

PSC Position applied for: (check one)
(a) ✓ classroom teacher
(b) ___ special education teacher
(c) ___ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Elementary K-8	2017

Education Background [Degrees and places obtained]

Degree	School
Elementary Education - BA	Boise State
Secretary - Stenographer AAS	College of Southern Idaho

Professional Experience [Date, place and position]

Date	Place	Position
1998 - Present	Meridian District	4th grade teacher
1995 - 1998	St. Edwards Twin Falls, Id	4th grade teacher
1994 - 1995	College of Southern Idaho Twin Falls, Idaho	Adult Basic Education & Beginning ESL - Adult.

(over)

CONSENT AGENDA
JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA
(including offices)

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Testified at Legislative Session - 2011

Attended Legislative hearings - 2011, 2012, 2013

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES ✓ NO __.

Applicant's signature Jolene Gunn

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr. ✓ NO __.

1/07

Jolene Gunn

1444 Falcon Rim Ct. Eagle, Idaho 83616 (208) 830-0999 gunnrj2@msn.com

CERTIFICATES: **Elementary Education K-8 with Driver's Training Endorsement**

CAPABILITIES:

- Prepare outlines and lesson plans for course of study
- Use data to evaluate needs and abilities of students to obtain projected yearly growth
- Use a variety of instructional methods to accommodate various learning styles
- Differentiate lessons and activities
- Maintain order and discipline within the classroom using positive reinforcement
- Use technology, a variety of software, and audiovisual equipment for instructional purposes
- Collaborate and work well with a variety of people

ACHIEVEMENTS:

- Organized and taught 4th grade math class for parents
- Wrote social studies evidence pieces for district use
- Selected and served on design team for Galileo STEM Academy
- Served on District and School Improvement Teams
- Worked on district committee to adopt new math series
- Voted building Teacher of the Year
- Nominated as a Disney Hands teacher
- Wrote items for NWEA for ISAT
- Renaissance Learning Model Classroom for reading
- Initiated Accelerated Math use in current building
- Served as a scorer for the Direct Math Assessment and Direct Writing Assessment (6 years)
- Collaborated on implementation of a school-wide peer mediation program
- Co-wrote a successful grant for a portable planetarium
- Recognized by Oregon Department of Education Chapter I for Parent Center
- Organized a teacher and parent inservice featuring Jim Fay
- Facilitated teacher inservice on computer usage and parenting classes

WORK HISTORY

8/98 to present — Meridian School District – Galileo STEM Academy, Seven Oaks Elementary, Summerwind Elementary
4th Grade Teacher

8/95 to 5/98 — St. Edward's Catholic School - *State Accredited* — Twin Falls, Idaho
4th Grade Teacher

1/95 to 7/95 — College of Southern Idaho — Twin Falls, Idaho
Adult Basic Education and ESL Teacher - math, reading, writing

10/92 to 12/94 — Pine-Eagle School District — Halfway, Oregon
Chapter I Reading and Math Teacher, Substitute Teacher, Teaching Assistant, Cheerleader Advisor, and Parent Resource Center Coordinator.

EDUCATION: Boise State University — Boise, Idaho

- 1991 - B. A. Elementary Education - Graduated Cum Laude

CONSENT AGENDA
JUNE 18, 2014

PROFESSIONAL AFFILIATIONS:
Idaho Teachers of the Gifted (past member)
National Council for Teachers of Mathematics (past member)

BUILDING TEAMS, COMMITTEES, & ACTIVITIES:
STEM Committee
Science Fair Team
Assembly Committee
Academic Task Force
School Improvement Team
Coached Idaho History Bee Team

INTERESTS:
computers, local history, music, jet boating, and reading

GALILEO
STEM Academy

Suanne McCullough, Principal

April 23, 2014

To Whom It May Concern,

This letter of recommendation is written with great confidence and a strong desire to help Jolene Gunn secure a position on the Professional Standards Commission Committee for 2014-2015.

Jolene is very dedicated to the profession of educating children. She has been teaching for over 20 years in the state of Idaho. I have worked closely with her for seven years teaching fourth grade at Galileo STEM Academy. Jolene strives for excellence when it comes to professionalism and teaching practices. She holds herself to a high standard of accountability in regards to educating her students. She takes college courses in order to provide the best possible academic experience. Jolene maintains a relationship of mutual respect and integrity with each and every student, parents, patrons of the community, and her colleagues. Jolene follows and presents the Common Core Standards and Meridian School District adopted curriculum to her students with integrity and thoughtful consideration of the needs of her students. Jolene complies with state and federal laws and local school board policies relating to the confidentiality of student records. She fulfills the obligations of her contract and conducts herself in a very professional manner. She is respected by her administrator, colleagues, students, and parents.

Jolene is dependable and punctual which are characteristics that make for an ideal member of the Professional Standards Commission Committee. Given the opportunity, Jolene will be a dedicated and effective member of the committee who will truly strive to do her best to represent the teachers of Idaho.

Jennifer Sebesta

Jennifer Sebesta
4th grade teacher at Galileo STEM Academy
208-350-4105

4725 West Saguaro Drive, Eagle, Idaho 83616
Phone 208-350-4105 * Fax 208-350-4119

April 25, 2014

To Whom It May Concern:

I would like to recommend Mrs. Gunn for the elementary teacher position on the Professional Standards Commission. I believe Mrs. Gunn is an excellent choice for your committee. As I learned more about the CORE Standards, I was a little worried about the changes for my now current 4th grader. Mrs. Gunn eased my worries. She is well educated on the new CORE Standards. Mrs. Gunn stays up-to-date with CORE Standards. Not only does Mrs. Gunn have a mastery of the necessary skills and concepts, she also helps students develop an understanding of the same concepts.

This year Mrs. Gunn offered parent classes in the evening, on her own time, to help us understand the "new math". She taught us just like she teaches her students. She let us solve problems using our new strategies and share our ideas. We not only learned from her, we learned from each other. She is a master teacher that teaches with a fair, firm, and consistent manner.

I have known Mrs. Gunn for several years and have always found her to be intelligent, articulate, and personable. Mrs. Gunn adapts to new situations and uses several strategies to reach her students. She has a great rapport with both students and parents. She relates well to people of all ages. She makes learning fun while maintaining control of her classroom.

In closing, I believe that Mrs. Gunn would make a great addition to your committee.

Respectfully,

Jill Janicek

Jill Janicek
vjaajan@q.com
(208) 514-6226

My Commitment to the Education Profession

I am an educator, a teacher. And as such, I hold the firm belief that teaching is the most important and rewarding profession one can aspire to.

Our society depends on an educated population to ensure the safety and continuation of our democratic way of life. Even in elementary school, students acquire knowledge and skills they will need to lead fulfilling lives and to become informed, productive citizens.

Teachers are educated professionals. All potential teachers need to be educated in child development and skilled in using classroom management techniques. They need opportunities to observe classrooms and participate in student teaching programs with master teachers. Like other professionals, teachers need opportunities to participate in professional development to keep content fresh and to stay up-to-date on best practices.

Teachers are role models for students in and out of the classroom. Expected behaviors must be modeled daily for students to build a community that operates on the principles of caring and respect. Teachers show the importance of and promote lifelong learning with their students.

Educators work as members of a team and know that collaborating with peers, administration, and parents help students reach their highest potential. Working in partnership with all the stakeholders in a child's life creates a safe environment that is fostered by respect between home and school.

Jolene Gunn

DONNA SULFRIDGE

Donna will bring a wealth of teaching experience, wisdom and depth of understanding to the Professional Standards Commission (PSC). Donna is interested in serving on the PSC in order to yield excellence in teacher development. She believes that supporting and guiding good teachers is the best way to help students achieve more than just high test scores, namely, and more importantly, to reach their dreams. Teachers inspire students and she hopes to encourage teachers through her contributions on the PSC.

Donna loves working with people---students, parents, colleagues, and the general public. She has faced many challenges in dealing with people, possessing and demonstrating the wisdom and caring that people appreciate. Additionally, she values working in groups to solve problems for the good of Idaho's children.

Within three years of receiving her degree in Elementary Education, Donna was voted Teacher of the Year at Star Elementary School in the Meridian School District, became one of the District's first Mentor Teachers, and ran the Title One summer school program and the Reading is Fundamental Program for her school.

Donna began her Master's Degree in Reading and moved to Mountain Home to Base Primary School. It was here where she learned to organize huge field trips to the pool (on bikes) or to farms and sand dunes as well as how a group of teachers can run a very profitable carnival. Here she threw herself into teaching Everyday Math, the Writing Workshop, and Hands on Elementary Science, guiding her students in Discovery Lessons in Science and Social Studies.

Throughout Donna's career, she has gone over and above her classroom responsibilities to contribute to the profession by serving on textbook adoption and curriculum committees, piloting math curriculums and serving on a district retention policy committee. She served on the School Wide Title One Committee and RTI Committee and currently serves on the School Improvement Team.

As a veteran teacher, Donna has experienced all of the changes and challenges brought on by No Child Left Behind and meeting Adequate Yearly Progress goals. Despite the inevitable large pendulum swings in education, she has always seen the wisdom of providing a balanced approach. As the curriculum has evolved to more "a mile deep and an inch wide" focus, she has made sure to adapt when witnessing a lack of student engagement.

Donna earned her Master's Degree in Educational Leadership from the University of Idaho in May of 2012. She was encouraged to pursue educational leadership by her pastor, Dr. Robert Colson, who told her that she would make an excellent administrator. He had witnessed her leadership as the director of the church's music ministry for the past eleven years and by her work as a youth group leader.

Donna's first passion has been for her students' welfare and learning. Her acceptance as a PSC member will allow her to support, guide, and help teachers in these difficult times for both educators and students. Please give her your strongest consideration.

Please see Donna's accompanying resume' below.

Donna Rae Sulfridge
2549 Southwest Old Grandview Hwy.
Mountain Home, Idaho 83647
Telephone: (208) 587-4081; (208) 629-6900
Email: dorame12@msn.com; sulfridge_dr@sd193.k12.id.us

Objective

My objective is to become an elementary school principal.

Education

2009-2012	University of Idaho, Boise, Idaho Master of Education---Educational Leadership
1983-1987	Boise State University, Boise, Idaho Bachelor of Arts---Elementary Education

Honors

- Renaissance Reading Model Classroom---2001/2002
- Teacher of the Year Star Elementary School ---1991/1992
- Bachelor of Arts Degree conferred with High Honors

Teaching Experience

2004-Present	Third Grade Teacher East Elementary School, Mountain Home School District, Idaho
2002-2004	Third Grade Teacher Base Primary School, Mountain Home School District, Idaho
1994-2002	Second Grade Teacher Base Primary School, Mountain Home School District, Idaho

Highlights: Supervise student teachers; serve on reading, math, science, social studies, and language arts curriculum and textbook adoption committees for the Mountain Home School District; served on the district committee that developed the Retention Policy; served on the School Wide Title One committee, Response to Intervention committee, and the School Improvement Team

1988-1994	Third Grade Teacher Star Elementary School, Meridian School District, Idaho

Highlights: Coordinated the Reading Is Fundamental program; directed and taught a summer school program; supervised a new teacher as part of the Mentor Teacher Program; served on reading and math curriculum and textbook adoption committees for the Meridian School District

Memberships and Activities

- Northwest Professional Educators an Association of American Educators chapter: current member
- National Education Association---former member and former building representative
- Open Door Fellowship---worship team coordinator, Backyard Bible Club organizer/teacher, and teen group volunteer

References

Mrs. Anita Straw, Principal

East Elementary School
Mountain Home, Idaho 83647
Phone: (208) 587-2585

Mrs. Sherri A. Ybarra
Director of Federal Programs
Mountain Home School District
Mountain Home, Idaho 83647
(208) 587-2595

Mrs. Jackie Harper
Principal-retired
Mountain Home, Idaho 83647
(208) 587-9495

Mrs. Betty Turner
9798 W. Red Berry Court
Boise, ID 83709
208-340-7095
April 23, 2014

Penny Cyr
Idaho Education Association
620 N. 6th St.
PO Box 2638
Boise, ID 83701

Dear Ms. Cyr,

I am applying to represent IEA on the Professional Standards Committee. I have enclosed my application, resume, and three letters of recommendation. One letter of recommendation is from a co-teacher. One letter is from a principal I worked for and admired. One letter is from our GATE supervisor. I have all but the application available via e-mail if needed.

Thank you for your consideration.

Sincerely,

Betty Turner

Betty Turner

CONSENT AGENDA
JUNE 18, 2014

Exhibit J

Date submitted_____

APPLICATION FOR
PROFESSIONAL STANDARDS COMMISSION

Name Betty Turner School Collister

Home Address 9798 W. Red Berry Ct. Sch. Address 4426 W. Catalpa Dr.

City Boise Zip Code 83709 ID City Boise Zip 83703

Home Ph. 376-2919 Sch. Ph. 854-4650

E-mail Address bettyaturner@q.com Betty.Turner@BoiseSchools.org

PSC Position applied for: (check one)
(a) X classroom teacher
(b) ___ special education teacher
(c) ___ pupil personnel services

PROFESSIONAL INFORMATION

Current certificate(s) [Include endorsements with expiration dates]

Type	Expiration Date
Elementary	August, 2018
Gifted and Talented	

Education Background [Degrees and places obtained]

Degree	School
BS in Elem. Educ.	Nebraska Wesleyan Univ. Lincoln, NE
Various graduate courses at	
BSU, NNU, U of I, Lewis-Clark, NIC, Whitworth College	

Professional Experience [Date, place and position]

Date	Place	Position
Aug. 2003 - June 2009	Horizon	K-3 full time gifted classroom
Aug. 2009 to present	Collister	1-2 Highly Gifted Classroom

(Jan. 1990 – Aug 2003 substitute in Boise School District K-6)

(over)

CONSENT AGENDA
JUNE 18, 2014

Professional Associations and related activities other than IEA/NEA
(including offices)

ITAb / SAGE

Community Involvement (Please list all community service or other community activities in which you have been involved and dates)

Vineyard Boise small group leader, Bible School
Redeemer Lutheran Education Director
American Red Cross Labor & Delivery teacher
Volunteer at Monroe, Jackson, Horizon
OTE patron volunteer at Horrizon for 9 years

The Professional Standards Commission meets as many as six (6) times a year. Each meeting spans two days. Additionally, Commission members may be asked to attend public meetings, attend State Board of Education meetings, and present at regional or state meetings. Will you be able to give the required yearly time to this position? YES X NO __.

Applicant's signature Betty A. Turner

Please attach resume, three (3) letters of recommendation, and statement of commitment to the profession.

Please keep file active
1 yr.__ 2 yr.__ NO __.

1/07

Mrs. Betty Turner

9798 W. Red Berry Court, Boise, ID 83709
208-376-2919/ cell 208-340-7095/work 208-854-4661
bettyaturner@q.com/Betty.Turner@BoiseSchools.org

Professional Summary

My goal as a professional educator is to be a life long learner as well as to teach my students to also become life long learners. Another goal I have as an educator is to work with integrity and honesty. I am seeking a position as a representative on the Professional Standards Commission because I want to broaden my experiences and I believe I have something to offer this committee.

Experience

Collister Elementary School
4426 W. Catalpa Dr.
Boise, ID 83703
208-854-4650
August, 2009-present Highly gifted 1st-2nd grade
Positions held: Social Committee Chair, Look to Learn committee, Wise Tool Committee, PTO representative

Horizon Elementary School
710 Mitchell
Boise, ID 83704
854-5170
August 2003-June, 2009
I created and piloted a fulltime gifted classroom for K-3.
Positions held: Collaborated with grades 1-3 weekly, Represented GATE on Problem Solving Team, Leadership Team, District Gifted Teachers Committees

Boise Public School District
1990-2003 Substitute Teacher Pre K-6

Education

Nebraska Wesleyan University, Lincoln, Ne May, 1979
Bachelor of Science in Elementary Education

Graduate Level Classes taken at BSU, NNU, U of I, Lewis-Clark, NIC, Whitworth College

The Independent
School District of Boise City

8169 W. Victory Rd
Boise, Idaho 83709

(208) 338-3400
FAX (208) 338-3487

April 15, 2014

Idaho Education Association
Professional Standards Commission

Dear Selection Committee:

It is my honor to recommend Mrs. Betty Turner for a position on the Professional Standards Commission. In my position as gifted program supervisor for the Boise School District in Idaho, I have worked with Betty for ten years. During most of that time, she has been a primary grade teacher in our highly gifted program and an integral member of our highly gifted program team. The five teachers in this program work extremely collaboratively and have significant additional responsibilities beyond their teaching. They help select children for the program based on test scores as well as more subjective evidence. They develop the advanced curriculum for this program which is an extreme intervention for students with profound gifted needs. In the classroom, as well as providing continual academic challenge for these students, they address the unusual emotional and executive functioning skills of this population of students and the concomitant challenges these present.

In the on-going workings of this team, as well as in her classroom teaching, Betty has demonstrated the highest ideals of the teaching profession. Even under pressure, she examines each decision with an eye to ethics and what is the "right" thing and the "professional" thing to do. She happily and willingly volunteers for whatever needs to be done to improve our ability to meet the needs of our students. She is a very reflective teacher, analyzing her lessons and classroom, pursuing professional development and continually refining her teaching. She works very closely with her students' parents and is highly respected by them and by district staff. She is extremely responsible and worthy of trust.

I am delighted that Betty has agreed to pursue this responsible position in her field. She will be an excellent representative of the teaching profession and will be a great asset to the committee and its important work.

Sincerely,

Rita S. Hoffman

Rita S. Hoffman

HORIZON ELEMENTARY SCHOOL

"Every Child Learns Every Day"

Dr. Gale Zickefoose, Principal
Ms. Helga Frankenstein, Assistant Principal
Mrs. Cyndi Ashton, Administrative Assistant

April 17, 2014

To Whom It May Concern:

It is without hesitation that I recommend Mrs. Betty Turner the Professional Standards Commission! Betty is an outstanding professional educator and truly has a heart for students. She cares deeply about their success and understands the importance of developing positive, integrity-filled relationships with her students, their parents, and her colleagues. Betty demonstrates, daily, the Boise School District core values - respect, responsibility, teamwork, honesty and dignity.

Betty is a team player! She collaborates extremely well with her colleagues and her colleagues think highly of her and her consistent professionalism. Betty is well versed in the continuous school improvement process having spent the past several years reading about Professional Learning Communities and implementing plans, differentiating lessons, and developing all means necessary to meet the needs of all of her students in her classroom and the needs of all of the students at her grade level.

Betty is positive, upbeat, confident, and has a can-do attitude. Parents and students love her. Students look forward to being in her class and parents routinely requested to have their child placed in her classroom.

I would rehire Betty in a heartbeat and if my own children were in the primary grades (they're older now) I would not hesitate to place them in her classroom.

You will not be remiss if you select Betty Turner for this position on the Professional Standards Commission! Feel free to give me a call if you have questions. My home phone number is 208-853-0672 and my cell phone number is 208-284-6358.

Sincerely,

Gale Zickefoose

Gale Zickefoose
Principal

HOME OF THE EXPLORERS!

730 N. Mitchell • Boise, Idaho 83704 • Phone: (208) 854-5170 • Fax: (208) 854-5171

Franklyn D Robinson
307 N 21st St.
Boise, ID, 83702
franklrob@gmail.com

April 22, 2014

Professional Standards Commission
650 West State St.
Boise, ID 83720

To Whom It May Concern:

I am writing to recommend Betty Turner to serve on the Professional Standards Committee. Mrs. Turner consistently displays good judgment. Betty is a woman of great integrity.

I have been acquainted with Mrs. Turner since 1992. I have known Betty well for the past six years. I first worked with Mrs. Turner when she served as PTO president of the school where I taught. I am fortunate to now work with Betty as a co-teacher in the Boise School District Highly Gifted Program.

Through my many years of working with Mrs. Turner I have seen her work ethic and commitment to children on a daily basis. Betty always works to elevate her students by having high expectations and holding the children accountable to those expectations.

I recommend Betty Turner to the Professional Standards Commission because of her integrity. Mrs. Turner is the most honest and caring person I know. Betty understands and practices confidentiality. She also is not afraid to speak up when students or adults are treated unfairly.

Mrs. Turner's honesty, integrity and incredible work ethic would make her a great fit for the Professional Standards Commission. She would be an asset to the PSC, and I am happy to give her my wholehearted endorsement.

Sincerely,

Franklyn D Robinson

Franklyn D. Robinson

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Professional Standards Commission Members – 2013-2014

Clara Allred
Special Education Administrator
Twin Falls School District

Cathy Bierne **(retiring)**
Elementary Classroom Teacher
Coeur d'Alene School District

Diane Boothe
Public Higher Education
Boise State University

Margaret Chipman
School Board Member
Weiser School District

Kristi Enger
Professional-Technical Education
Division of Professional-Technical Education

Jason Hancock
Department of Education
Department of Education

Esther Henry
Secondary Classroom Teacher
Jefferson County Joint School District

Paula Kellerer
Private Higher Education
Northwest Nazarene University

Angie Lakey-Campbell
Secondary Classroom Teacher
Cambridge Joint School District

Becky Meyer
Secondary School Principal
Lake Pend Oreille School District

Kim Mikolajczyk
School Counselor
Moscow School District

Laural Nelson
School Superintendent
Idaho Digital Learning Academy

Mikki Nuckols
Secondary Classroom Teacher
Bonneville Joint School District

Tony Roark
Public Higher Education – Letters & Sciences
Boise State University

Elisa Saffle
Elementary School Principal
Bonneville Joint School District

Dan Sakota
Secondary Classroom Teacher
Madison School District

Heather Van Mullem
Public Higher Education
Lewis-Clark State College

Virginia Welton
Secondary Classroom Teacher
Coeur d'Alene School District

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Lake Pend Oreille School District

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Virginia Welton
Secondary Classroom Teacher
Coeur d'Alene School District

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TAB	DESCRIPTION	ACTION
1	**EASTERN IDAHO TECHNICAL COLLEGE - PROGRESS REPORT**	Information Item
2	**PRESIDENTS' COUNCIL REPORT**	Information Item
3	**IDAHO PUBLIC TELEVISION - ANNUAL REPORT**	Information Item
4	**ALBERTSON'S FOUNDATION – CONTINUOUS ENROLLMENT PRESENTATION**	Information Item
5	**2015 LEGISLATIVE IDEAS**	Motion to Approve
6	**INSTITUTION/AGENCY STRATEGIC PLANS**	Motion to Approve
7	**AMENDMENT TO BOARD POLICY – SECTION BYLAWS – FIRST READING**	Motion to Approve
8	**AMENDMENT TO BOARD POLICY – SECTION I.R. SECURITY – SECOND READING**	Motion to Approve
9	**MODEL DATA SECURITY POLICY**	Information Item
10	**UNIVERSITY OF IDAHO – FACULTY STAFF HANDBOOK AMENDMENT – FACULTY RANK/PROMOTION**	Motion to Approve
11	**UNIVERSITY OF IDAHO – FACULTY STAFF HANDBOOK – FACULTY CONSTITUTUION**	Information Item

12	**TEMPORARY PROPOSED RULES – IDAPA 08.02.01, RULES GOVERNING ADMINISTRATION – STRATEGIC PLANNING**	Motion to Approve

SUBJECT

Eastern Idaho Technical College (EITC) Biennial Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

President Albiston will provide a 15-minute overview of EITC's progress in carrying out the institutions strategic plan.

IMPACT

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

ATTACHMENT

Attachment 1 – Progress Report - Draft Page 3

BOARD ACTION

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

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Eastern Idaho Technical College Progress Report

June 2014

Presented by: Dr. Steven K. Albiston, President

Strategic Plan Implementation

- Details of implementation. We have implemented the EITC Strategic Plan and aligned it to the State Board of Education's (SBOE) Strategic Plan. In addition, EITC is currently in the process of revising the strategic plan to align with the expectations of the Northwest Commission on Colleges and Universities in support of our Mission, Vision and Core Themes. We have established an Accreditation Steering Committee that will oversee the revision. As EITC realigns its Strategic Plan to match accreditation needs, the Accreditation Steering Committee will evaluate existing metrics and their associated benchmarks for continuing relevance to the college as well as alignment to the SBOE's plan.
- Status of goals and objectives
  - Goal 1. Well Educated Citizenry
    - EITC has changed the remedial process for incoming students to get them into college credit courses without remediation. We no longer offer ENG 90 but offer ENG 101 with additional lab time. We have also offered MAT 123 with a lab to students who would in the past take MAT 100 before entering this college credit course.
    - We offered 5,204 hours of expanded tutoring opportunities to all students; 94% rated the tutoring services as very good to excellent. 82% felt that participating in the tutoring center helped raised their grades.
    - The Adult Basic Education program has post-tested the highest percentage of students in a given year. We have also reached the highest percentage of academic gains of any year. The student contact hours have increased from 88 hrs./student to 102 hrs./student because of distance learning options we have added. We have reached all of the state academic targets for ABE students and have reached five of six levels in ESL.
  - Goal 2. Critical Thinking and Innovation
    - Instructors were given a survey to target professional development at the beginning of the school year. Three workshops from survey results were conducted to improve faculty and adjunct instructional skills.
    - A "best practices in teaching" handbook is being developed to assist new faculty and adjunct.
  - Goal 3. Provide high quality admission and student support.
    - QRS squares were placed outside of student services, business office, bookstore and library to track student comments and satisfaction.

- Points of interest. EITC's Vision Statement is to be a superior professional-technical college. To accomplish this goal, we are continually in the process to improve our programs. We are examining the current criteria used to evaluate and prioritize our programs to expand successful programs and discontinue programs that are no longer relevant to our industry market.

Budget

- 32.38 FTE faculty: 40.28% of the population
- 18 FTE managerial/professional: 22.39% of the population
- 30 FTE classified 37.32% of the population
- The numbers shown above represent full time employees funded by the Division of Professional-Technical Education. There are other full time employees funded by various grants and full time employees, particularly in the information technology area, whose personnel costs are covered by locally generated funds.

Enrollment

- Graduate Training Related Placement Rate: 78.6%
- Retention Rate of Full Time Students Fall 2012 to Fall 2013: 80%
- Graduation Rate (IPEDS 2013 report for 208 cohort): 40% normal time, 56% - 150% of normal time, and 56% - 200% of normal time
- FY2013 Accrued Headcount: 1,240
- FY2013 FTE: 531
- FY2013 Short-Term Training Accrued Headcount:11,789
- FY2013 Short-Term Training FTE:121

Research and Economic Development

The College's President serves on the Board of Directors of each of the following local and regional economic development agencies in eastern Idaho:

- **Grow Idaho Falls** – An investor-based organization dedicated to the development and growth of Idaho Falls, Ammon and Bonneville County. Grow Idaho Falls, Inc. plays an important role in the expansion of existing business, job retention and the attraction of new business to our area.
- **Partnership for Science & Technology -** A non-profit, public-interest organization advocating for the advancement of science, energy and technology, and providing accurate and timely information on related regional activities, including those at Idaho National Laboratory.
- **The Development Company -** Serves both local businesses and governments in order to develop and expand the economy of the region.

Special/Health Programs

- **May 7, 2014:** The Medical Assisting Program AAS Degree was reaffirmed for accreditation by the Commission on Accreditation of Allied Health Education Programs until May 2022.
- **February 10, 2014:** The Accreditation Review Council on Education in Surgical Technology and Surgical Assisting approved the EITC Surgical Technology Core Curriculum.

College Updates

- July 1, 2014: EITC will begin oversight of statewide Fire Service Training in Idaho. This program will include the delivery of courses at over 240 fire departments serving some 7,000 firefighters.

Education Collaborations:

- **The EITC Transition Office** - works closely with high schools located within College District VI in developing articulation agreements that allow high school students the opportunity to receive college credits for successfully completing approved courses.
- **EITC's Energy Systems Technology program** - is designed for students to complete a Technical Certificate and then transfer to the College of Technology at Idaho State University to complete an Associate's of Applied Science degree.
- **The Health Care Education Building** – is a shared facility by EITC and ISU. The facility is located on the EITC campus. Recently, ISU has initiated delivery of Dental Hygiene courses utilizing the facility.
- **Computer Support Services** – are provided to ISU faculty and students that utilize EITC facilities.
- The College of Southern Idaho is renting space on the EITC campus to provide additional general education courses.
- **Wildland Fire Science Training** – The College designed and delivered large-scale training programs to the BLM, Forest Service, Bureau of Indian Affairs, and the Idaho Department of Lands. Wildland firefighters trained at EITC fight wildland fires in southern Idaho, western Wyoming, all of Utah, Nevada, and nationally. Structural firefighters from over 20 volunteer and paid fire departments receive classroom and hands-on training at the Eastern Idaho Fire Academy hosted by the College each June.
- **Advanced Manufacturing** - EITC has worked with the Idaho Department of Labor, Commerce, University of Idaho, Battelle Energy Alliance, and the Development Company to meet with manufacturers in eastern Idaho to assess the need for the development of a Certificate, Associate of Applied Science Degree at EITC, and a Bachelors of Applied Technology Degree in Advanced Manufacturing from the University of Idaho in Idaho Falls. The intent is to establish a "two plus three" program with the University of Idaho to provide graduates with multiple exit opportunities which lead to various occupational levels in the growing manufacturing sector. As a result, EITC and the University of Idaho are collaborating in the design and usage of a lab to support the programs.

Business Collaborations:

- **Doug Andrus Distributing** – EITC and Doug Andrus Distributing have been working together since 2005 to train highly-skilled professional truck drivers. To meet the increasing demand for professional truck drivers, Doug Andrus Distributing works with EITC to lease the College a tractor and large practical driving range for students, and property at their facility to house the program tractor-trailer. ***Accomplishments since 2005 include*** training of 278 drivers

with an average hourly rate of $16.13 for graduates. The company has grown from one with 210 trucks to over 280 trucks. Doug Andrus Distributing is now the largest family-owned transportation company in Idaho.

- **Battelle Energy Alliance Environmental Safety & Health Training Program** – EITC works with Battelle Energy Alliance to provide environmental, safety, and health regulations-driven classes to approximately 5,000 Idaho National Laboratory employees annually. ***Accomplishments include*** the revision and delivery of over 50 standardized training classes in occupational upgrade areas such as radiological, respiratory, and industrial safety. Classes are conducted both on site at the INL and the EITC campus making it convenient for employees located at numerous locations both in Idaho Falls and at a desert facilities.
- **HK Contractors** – The College trained 75 heavy equipment operators in Adult First Aid and CPR training.
- **City of Idaho Falls** – EITC works closely with the City of Idaho Falls to provide continuing education classes for employees in Idaho Falls Power and the Building Department.

Capital Campaign

- EITC Foundation Scholarship Endowment as of May 2014 : $3,492,648

Outreach

- **The Regional Adult Learning Center** - provides outreach GED instruction in Rexburg and Salmon and is establishing services in Driggs fall of 2014. Also, Adult Basic Education courses are offered in Challis/Mackay and Rexburg, and will be providing services in Driggs the fall of 2014.
- **The Workforce Training Department** - has offered outreach training and community education in Driggs, Rexburg, Salmon and St. Anthony.
- **Through its Online Instruction Center,** - the College offers over 300 non-credit classes and programs serving place bound and rural businesses and residents.
- **EITC** - has supported the Development Company in their efforts to secure funding for the renovation of their facility in Driggs. The project is expected to be completed by January of 2016 and will provide space for adult education, workforce training activities and serve as a business incubator in the Teton Valley.

New Buildings

EITC has no plans for near term construction of new academic buildings. Throughout the years EITC, working with the Division of Public Works, has carefully modified its older facilities to accommodate changing needs in the academic and work environment. The Robertson Building is a typical case. Farm equipment repair has been supplanted by manufacturing, which has been supplanted by robotics and soon with systems to teach and demonstrate advanced fabrication techniques including 3-D printing. Typewriters have given way to computerized systems; while we still teach essential skills in office technology we have modified classrooms to teach the network technology and web development which drives modern business. We pride ourselves on the ability to adapt and utilize our facilities.

PRESIDENTS' COUNCIL

SUBJECT

Presidents' Council Report

BACKGROUND/DISCUSSION

President Joe Dunlap, North Idaho Community College President and current chair of the Presidents' Council, will give a report on the recent activities of the Presidents' Council and answer questions. The Presidents' Council met on May 6th and June 3rd, 2014.

BOARD ACTION

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

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SUBJECT

Idaho Public Television (IPTV)

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 IPTV to provide a progress report on the agency's strategic plan, details of implementation, status of goals and objectives and information on other points of interest in accordance with a schedule and format established by the Board's Executive Director.

Ron Pisaneschi, General Manager of the Idaho Public Television, will provide an overview of IPTV's progress in carrying out the agency's strategic plan.

BOARD ACTION

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

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SUBJECT

Dr. Bruce Schultz with the J.A. and Kathryn Albertson Foundation will present a report on the Continuous Enrollment Project.

BACKGROUND/DISCUSSION

The Albertson Foundation is a private, family foundation, committed to the vision of limitless learning for all Idahoans. The Foundation invests in three focus areas 1) Career Readiness; 2) Learning Choices; and 3) Leadership.

In 2011, the Foundation began its Continuous Enrollment Project, a two-year pilot project to measurably increase higher education access, retention and success for non-traditional students. Six Idaho higher education institutions participated in the first grant round: College of Southern Idaho (CSI), North Idaho College (NIC), Lewis-Clark State College (LCSC), Eastern Idaho Technical College (EITC), Idaho State University (ISU), College of Technology and College of Western Idaho (CWI). Each created its own, unique model based on a core set of proven- or best-practices for student retention. Participating institutions were required to collect, review, and report student success indicators to the Foundation on an annual basis.

The methodologies employed in the project were carefully monitored. The resulting data showed which methodologies had the most impact and identified implementable practices that are making a significant difference in how many students are completing an associate's degree. In 2014, the Foundation provided a second round of grants to NIC, EITC, CSI, ISU and CWI.

The Foundation will present the results of the Continuous Enrollment Project report from January 2014. They will also provide an overview of the second round of continuous enrollment grants to NIC, EITC, CSI, ISU and CWI.

IMPACT

At the end of the second round of the grant, the Foundation will continue to provide technical assistance for the project participants.

ATTACHMENTS

Attachment 1 – Guided pathways to Success Report Page 3

STAFF COMMENTS AND RECOMENDATIONS

Given the resource intensive methodologies used, sustainability of the programs at the institutions is a concern. The community colleges have included line items to support continuous enrollment in their FY 2016 budget requests. Data collection and analysis also require institutional research staff and capability.

BOARD ACTION

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

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J.A. AND KATHRYN ALBERTSON FOUNDATION

GUIDED PATHWAYS TO SUCCESS

A REPORT ON THE IDAHO CONTINUOUS ENROLLMENT INITIATIVE PILOT 2011-2013

INTRODUCTION

"Nontraditional" students—older, working, married or maybe still living at home—now constitute a large and growing percentage of those attending college in the United States according to a recent Complete College America alliance report. In fact, they are fast becoming the new traditional.

Idaho's non-traditional students include unemployed and underemployed laborers, alternative high school students, young single parents and dropouts who face work schedule conflicts, family obligations and geographic and financial barriers when it comes to accessing higher education.

Unfortunately, non-traditional students enrolled in higher education in Idaho don't succeed. More than half of students who enter a two-year certificate or degree program in Idaho will drop out in the second year without a degree or certificate, debt ridden and without a pathway to success.

Meanwhile jobs in Idaho, that lead to successful careers and prosperity, go unfilled.

The shifting nature of the student population and the failure rate of nontraditional students require that we do things differently if we expect Idaho to meet the 60% goal and have the workforce we need.

Idaho's community and technical colleges play a critical role in filling the skills gap in Idaho's workforce and they provide the perfect on-ramp for non-traditional students.

The Continuous Enrollment Initiative was designed to be a game changer that helps Idaho's community and technical colleges retool their practices to attract and retain non-traditional students and help fuel Idaho's economy.

Given a support structure, nontraditional students can drive Idaho's economic engine and live out their dreams.

IDAHO SKILLS GAP DATA

Idaho's workforce development trends reflect an exponentially widening skills gap between what employers need — highly trained workers and a supply of graduates from two-year Idaho institutions — and the state's current rate of degree attainment. To meet the need, Idaho's higher education institutions need to double the rate of credential attainment by 2020 because:

- By 2018, Idaho will be third in the nation for the number of jobs requiring some post-secondary education. [1]
- Between 2015-2020, 86% of all new job openings in Idaho will be filled by workers with a college credential. [3]
- Almost half of these jobs will go to people with an associate degree or training certificate. [4]
- At the current rate of credential attainment, 46% of these jobs will lack trained Idaho workers.

PARTICIPANT DEMOGRAPHICS

FIVE HIGHER EDUCATION INSTITUTIONS IN IDAHO

The J.A. and Kathryn Albertson Foundation in 2010 invited six higher education institutions in Idaho to submit proposals to participate in the Continuous Enrollment pilot program. Five proposals were funded in 2011:

- College of Southern Idaho, Twin Falls
- Eastern Idaho Technical College, Idaho Falls
- Idaho State University, College of Technology, Pocatello
- Lewis-Clark State College, Lewiston
- North Idaho College, Coeur d' Alene

Each institution was required to assemble a cross-disciplinary team including representatives from adult basic education, institutional research, student services, financial aid and administration. They were tasked to develop a student retention plan for nontraditional students. The plan was aimed at earning a certificate or degree without incurring overwhelming debt.

The teams were also required to select from a set of proven practices based on national best practices designed to lower barriers and develop resilience. Their plans focused on practices that:

- Deliver intrusive academic advising
- Teach college navigation skills
- Match student participants with trained student mentors
- Group students into cohorts
- Monitor student progress and accountability
- Provide accelerated remediation

THE STUDENTS

Nearly five hundred students, described as "educationally disadvantaged learners", participated.
The average age of participants was 28. Upon entering the program,

- 80% had a General Educational Development (GED) background
- 73% required remedial coursework
- 90% tested below college level in their academic skills
- 22% identified as Non-white (almost twice the number for 2010 census)
- 44% enrolled full-time
- 33% enrolled part-time
- 22% mix-enrolled (combination of full-time/part-time enrollment during six semesters)
- 32% of students dropped out, almost half of the rate of a typical Idaho student

All Continuous Enrollment students received some type of scholarship or financial assistance as part of the project. Ninety percent of the participants were eligible for FAFSA with Pell Grant assistance. The remaining 10% were awarded scholarships to fill other financial gaps.

RETENTION AND COMPLETION STRATEGIES AT WORK

The use of data was a foundational component of analyzing the project's success from day one. CE projects were required to report on-going and in-depth student progress data and make improvements to their plan based on that data.

The qualitative and quantitative data research methods employed by this initiative helped identify six practices that measurably increased student retention-to-completion rates:

1. **Intrusive, just-in-time advising** provided participants with a clear roadmap of semester-by-semester courses leading to their credential goal. Those with specific and targeted credential goals and clear course milestones had an overall retention rate of 78%. Students lacking a clearly articulated credential goal had an overall retention rate of 56%. Staff ensured students did not fall through the cracks by closely monitoring class attendance and through regular face-to-face meetings.

2. **College skills and success courses** provided participants with a cohesive set of navigational tools and skills designed to promote a successful transition into the college culture including financial and career planning, computer competency, note-taking, study and test preparation, time management and self organization. 87% of the student participants completed this accredited course during their initial entry into the project. The courses were for elective credit, ranging in one to three credits.

3. **Pre-COMPASS* training** provided participants with a structured review of key math and English concepts prior to taking placement tests that determined the need for remediation. Participants completing pre-COMPASS training produced math and writing scores that were 10-12% higher on the COMPASS entrance test when compared to other GED entry-level students. Retention rates for participants in pre-COMPASS training were 80% versus 69% for other pilot project participants who did not complete pre-COMPASS training.

4. **Student cohort groups** provided participants with a built-in academic and social learning community. This practice provides vital student-to-student support and a strong sense of connection to the institution and faculty. Participants with similar placement test results were grouped in an academic cohort for required courses. Every student participant not placed in an academic or social cohort group dropped out.

5. **Peer Mentorship** provided participants with weekly student-to-student sessions with trained student mentors. Student mentors were selected through a rigorous interview process focused on academic proficiencies, communication skills and community service motivation. Mentors received 10-15 hours of training. Survey results from two pilot projects indicated that more than 87% of mentored participants rated mentorship as a positive retention factor.

6. **Accelerated remediation programs** were designed to quickly move participants through required remedial coursework. Two pilot projects developed accelerated remediation programs with instructor-led math and writing workshops in addition to the regular class schedule. Participants had a course completion rate (C grade or better) of 81% compared to 54% for cohort peers taking the same course without an accelerated learning component.

RESULTS

Based on almost three years of student progress data* at the five participating institutions, student achievement benchmarks were measured and analyzed, including the percentage of credits earned, grade point average, credential goal completion and retention rates.

Although grantees used of retention and completion practices that fit best for their institution, key findings emerged:

- **Participants' average Grade Point Average was 2.79**
  - *Compared to 2.57 GPA for the general Idaho freshman student population and 1.89 GPA for students entering with a GED*
- **Almost 70% of participants were retained in programs after the first year**
  - *Almost 500% increase over the national average* [4]
- **74% of all credits attempted in the first year were completed**
  - *Compared to 59% credit completion rate for a traditional student at the end of their community college freshman year*
- **100% of students who did not participate in a designed student cohort dropped out**
- **86% of participants used accelerated remediation programs or tutorial programs**
- **Participants with a mixed enrollment status were more successful in completing credits, had a higher GPA and had higher second-year retention rates (92%)**
- **Participants who developed credential-related goals through intrusive academic advising had GPA's that were twice as high as those who did not develop credential goals (2.53 GPA vs. 1.16 GPA)**
- **17% of participants achieved a certificate or associate-level degree within two years**

  A North Virginia Community College study reported the graduation rates of all GED entry students at 4.6% over a five-year period and 11.8% over a seven-year period

RECOMMENDATIONS

This pilot project provides proof that Idaho's community and technical colleges can transform their approach and employ proven strategies to ensure student retention and credential completion. It also provides evidence that these strategies need to be scaled so that all incoming students benefit. Due to the performance-based outcomes achieved by these projects the Foundation has rewarded these projects with Phase 2 funding to help begin the scaling process.

Scaling these strategies are both a societal and economic imperative and should not be left to the responsibility of the philanthropic community. The question the Foundation asks is: "Does Idaho's political and higher education leaders have the will to make these strategies a priority"? Money helps focus state efforts and it is needed, but it is only part of the solution.

In order to scale this to the level needed to meet the state's 60% goal and ensure prosperity for future generations, the Foundation recommends the following:

1. The State Board of Education should require all higher education institutions to commit to increasing the number of non-traditional students who enter and complete a credential or degree by **tying performance-based retention and completion outcomes to funding incentives.**

2. **Student debt** is a big issue — not just for those from lower socioeconomic strata. Leaders and professors in Idaho's higher education institutions must help ensure that students who start have every opportunity to complete their program as soon as possible and at the lowest cost possible.

3. Take inventory of current **student recruitment approaches** and whether they hinder access to under-served and non-traditional students.

4. Ensure these proven student **support practices are adopted and embedded** throughout Idaho's higher education system including the policies, practices and culture so that all students benefit.

5. Develop more **private-public sector partnerships** to provide student scholarships, expertise, entrepreneurial opportunities, internships, etc. because they are less encumbered by politics and help the business community to develop more.

[1] 2010, Georgetown University; Center on Education and the Workforce (data based on 2012 IPEDS)
[2] 2013, Complete College America, The Idaho Report, National Center for Statistics (data based on 2012 IPEDs)
[3] 2013, Promising Practices: A Matter of Degrees Report, Center for Community College Engagement (CCCSE)
[4] 2001, Research Report No 13-01, High School Graduates and GED Recipients, Northern Virginia Community College Office of Institutional Research

** ACT Compass is a computer-adaptive college placement test that Evaluates incoming students' skill levels in reading, writing, math and English as a second language and helps place students in appropriate courses and connect them to the resources they need to achieve academic success

SUBJECT

Legislative Ideas - 2015 Legislative Session

REFERENCE

June 2010	The Board approved legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2011	The Board approved legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2012	The Board approved six (6) legislative ideas to be submitted through the Governors Executive Agency Legislation process.
June 2013	The Board approved eight (8) of ten (11) legislative ideas to be submitted through the Governors Executive Agency Legislation process.

BACKGROUND/ DISCUSSION

As an Executive Agency, the State Board of Education is required to submit electronically all Legislative Ideas to the Division of Financial Management (DFM) for the Governor's approval. The Board's approval of these Legislative Ideas is the first step in that process. If approved by the Board and the Governor, the actual legislative language will be brought back to the Board at the October Board meeting for final approval prior to submittal to the legislature for consideration during the 2014 Legislative Session.

The institutions and agencies were requested to submit legislative ideas for Board approval at the June Board meeting in March of this year. The Board office received three (3) legislative ideas from the institutions. Board staff has identified an additional six (6) potential pieces of legislation. A seventh legislative idea is being proposed as a place holder for any potential legislative changes that may be recommended by Taskforce for Improving Education.

The following are descriptive summaries of the ten (10) legislative ideas that are being proposed:

1. 8 in 6 Program

Statement of Purpose

Amend language in section 33-1628, Idaho Code to clarify that students attending Bureau of Indian Education (BIE) schools in Idaho may participate in the 8 in 6 Program as long as all other eligibility requirements are met. Currently the (BIE) oversees two schools in Idaho, the Shoshone-Bannock Jr./Sr. High School and the Coeur d' Alene Tribal School.

Fiscal Note

Due to the small number of schools the fiscal impact is anticipated to be minimal.

2. Workforce Reporting

Statement of Purpose

This legislative Idea would be developed in conjunction with the Department of Labor and would require employers to report occupancy codes and number of hours worked. Through the P-20 to Workforce SLDS education data may be matched with workforce data. Current research is limited by the level of detail of the workforce data. Should this legislation pass, Board staff would be able to report the number of students graduating from our public institutions who work in their specific field as well as determine if they are working full-time or part-time. Currently the data is limited to the Industry Code, this only allows us to determine if graduates are work at a company that that is in their field of study, and not if the actual position they hold is relevant to their degree or certificate.

Fiscal Note
To be determined

3. State Residency for Tuition Purposes

Statement of Purpose
Amend language in section 33-3717B, Idaho Code to streamline the process for determining residency for tuition purposes and to specify that all students who graduate from an Idaho High School and attend a public postsecondary institution within a specified timeframe would be eligible for in-state tuition. Additional changes may also need to be made to section 33-2110A, Idaho Code to assure alignment between the two sections of code. Streamline the residency determination process will allow for greater access to students as well as reduce the staff time necessary to make these determinations.

Fiscal Note
There will be no fiscal impact

4. Nursing Education Program Approval

Statement of Purpose
Amend language in section 54-1406, Idaho Code removing the requirement that the Board must approve in curriculum change in a nursing program (private or public) that may alter existing articulation agreements between educational institutions. The Board would continue to approve program changes at the public institution as specified in Board policy.

Fiscal Note
There will be no fiscal impact

5. Charter School Financial Support

Statement of Purpose
Idaho Code §33-5208(8) provides that: "Each public charter school shall pay an authorizer fee to its authorized chartering entity, to defray the actual documented cost of monitoring, evaluation and oversight, which, in the case of public charter schools authorized by the public charter school commission, shall include each school's proportional fee share of all moneys appropriated to the public charter school commission, plus fifteen percent (15%)" [emphasis added]. This past

Session there was legislative interest in appropriating General Funds to supplement the Public Charter School Commission's (PCSC) FY 2015 budget. However, since the authorizer fee is calculated off of "all moneys appropriated," an additional appropriation of General Funds would have also resulted in an increase in the authorizer fee the following year. The proposed legislation would amend the authorizer fee formula to include only those funds appropriated from the Public Charter School Authorizers fund rather than all appropriated moneys.

The proposed amendment would also change the authorizer fee payment deadline from February 15 to March 15. Data needed to calculate the fee are not typically available from the State Department of Education in time to invoice the schools and receive payment by February 15.

Fiscal Impact
These amendments in and of themselves have no fiscal impact.

6. Proprietary School Registration
Statement of Purpose
Amend language in section 33-2406, Idaho code exempting proprietary schools which do not collect any tuition or fees until after instruction has been provided from the surety bond requirement.

Fiscal Note
There will be no fiscal impact.

7. Transfer of Surplus Property
Statement of Purpose
Amend language to section 58-335, Idaho Code to include property owned by the State Board of Education to list of exempt property. This would clarify that the Board would not have to go through the Land Board process when disposing of surplus property. Section 33-107, Idaho Code already gives the Board the authority to "acquire, hold and dispose of title, rights and interests in real and personal property."

Fiscal Note
There will be no fiscal impact.

8. Risk Management – Opt Out
Statement of Purpose
Last year the Board ran legislation that would allow the institutions to opt-out of state administrative services. While the bill did not pass as a total package, there was some support for the individual components of the bill. This proposal would use the language developed as part of last year's University Administrative Flexibility bill regarding Risk Management and would allow the institutions to opt-out of state Risk Management.

Fiscal Note

To be determined.

9. Human Resource Services – Opt Out

Statement of Purpose

Last year the Board ran legislation that would allow the institutions to opt-out of state administrative services. While the bill did not pass as a total package, there was some support for the individual components of the bill. This proposal would use the language developed as part of last year's University Administrative Flexibility bill regarding State Human Resource Services and would allow the institutions to opt-out of these services.

Fiscal Note

To be determined.

Governor's Task Force Recommendations

10. Foundation Program – State Aid – Certificated Staff Apportionment

Statement of Purpose

Amendments would be made to the education support program in Title 33, Chapter 10 to establish a funding model for school districts for certificated staff that would be variable based on a three tiered system.

Fiscal Note

Initial estimated cost is approximately $250 million. The current implementation plan envisions a 5-6 year phase-in of approximately $40 million per year.

11. Contract Category Timing

Statement of Purpose

Align current Idaho Code regarding the timing of eligibility for teacher continuing contracts with timing for eligibility for tier 2 (professional tier) on the proposed tiered certification model.

Fiscal Note

To be determined

12. Additional Legislative Ideas from Subcommittees

Statement of Purpose

Place holder for additional legislative ideas developed by the subcommittees established to implement the recommendations of the Governor's Task Force.

Currently the subcommittees are exploring possible legislation on:

- Streamline and consolidation of advanced opportunities statute
- Modification to the strategic planning statute
- Consolidation of reporting requirements
- Funding model
- Counseling/Advising

Fiscal Note

To be determined

IMPACT

Staff will continue to move the legislative ideas that the Board approves through the legislative process and will bring the legislative language back to the Board at the October meeting for approval. Legislative Ideas not approved will not be submitted to Division of Financial Management.

STAFF COMMENTS AND RECOMMENDATIONS

Legislative Ideas are required to be submitted to the Division of Financial Management (DFM) by August 3, 2014. During the process of working through legislative ideas, additional ideas of merit sometimes surface before the DFM submittal deadline. The Board has traditionally authorized the Executive Director to submit these ideas. Actual legislative language for all submitted Legislative Ideas will be brought back to the Board at the October Board meeting for final approval.

BOARD ACTION

I move to approve the legislative ideas as submitted and to authorize the Executive Director to submit these and additional proposals as necessary through the Governor's legislative process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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SUBJECT

2015-2019 Institution, Agency and Special/Health Strategic Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M.1.
Section 67-1901 through 67-1903, Idaho Code.

REFERENCE

April 2013	Board approved the strategic plans for the agencies, community colleges and the special/health programs.
June 2013	Board approved institution strategic plans
April 2014	Institution, agency, and special/health programs were reviewed by Board.

BACKGROUND/DISCUSSION

The State of Idaho requires the institutions, agencies and special/health programs under the oversight of the board submit an updated strategic plan each year in July. The plans must encompass at a minimum the current year and four years going forward. The guidelines set by the Board office follow the Division of Financial Management (DFM) and section 67-1901 through 67-1903, Idaho Code requirements. Each strategic plan must include, by code and Board policy: *vision and mission statement, goals, objectives, performance measures, benchmarks, and external factors.* Each of these components is a standard strategic planning component.

Over the past several years the Board has requested the Benchmarks contained within the strategic plans be aspirational benchmarks, not merely a continuation of the "status quo." At the April 2014 Board meeting the Board reviewed the institution, agency, and special/health programs strategic plans and based on that review the Board requested the institutions amend their plans and bring them back for consideration at the June Board meeting. Requested amendments included bringing the strategic plans into compliance with the required strategic plan format as well the inclusion of additional objectives focusing on student access and the re-evaluation of benchmarks to make sure they are stretch benchmarks.

Agencies

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STAFF COMMENTS AND RECOMMENDATIONS

The attached strategic plans include the updated plans submitted by the institutions as well as the agency and special and health programs strategic plans submitted to the Board in April.

BOARD ACTION

I move to approve the 2015-2019 (FY2016-FY2020) Institution, Agency, and Special/Health Program strategic plans as submitted.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

Idaho State Department of Education

Public Schools Strategic Plan
2014-2018

Vision Statement

To establish an innovative and flexible education system that focuses on results, inspires all students and prepares them to be successful in meeting today's challenges and tomorrow's opportunities.

Mission Statement

The Idaho State Department of Education is accountable for the success of all Idaho students. As leaders in education, we provide the expertise and technical assistance to promote educational excellence and highly effective instruction.

Indicators of a High-Quality Education System

- High student achievement
- Low dropout rate
- High percentage of students going on to postsecondary education
- Closed achievement gap
- All decisions based on current accurate data
- Efficient use of all resources
- Individualized education through technology

Guiding Principles

- Every student can learn and must have a highly effective teacher in every classroom.
- Market forces must drive necessary change.
- Current and new resources must focus on the 21st Century Classroom.

With these indicators and guiding principles as our focus, the Idaho State Department of Education will increase student achievement by focusing on the following areas:

- Maintain and continue to improve Idaho's new system of increased accountability which focuses on student academic growth for all students, provides multiple measures of school and student success based on outcomes, and provides for meaningful teacher and principal evaluations.

- Expanding student learning by creating a 21St century classroom that is not limited by walls, bell schedules, availability of courses, and geography. Every student and all teachers will have equal access to the latest technology no matter where they live.

- Continuing to work with districts on accurate and timely submissions of data to the Idaho System for Education Excellence (ISEE) and ensure the quality of submissions.

- Implementing Phase 2 of Idaho System for Education Excellence (ISEE) in which every teacher in Idaho will have access to timely and relevant information on student achievement, digital content, and formative assessments through a statewide item bank and end-of-course assessments.

- Increasing choice options for students including charter, magnet, and alternative schools as well as course offerings through digital learning, including the Idaho Education Network.

The State Department of Education partners with independent school districts to ensure all students receive an education that prepares students for successful post-secondary education, employment and life.

Goal 1: Ensure students have the skills and knowledge necessary to succeed from kindergarten to high school graduation and post-secondary education.

Objective 1: Increase of the number of students proficient or advanced on the ISAT (prior to the implementation of higher standards)

Performance Measures: Percent of students who score proficient or advanced on the ISAT.

Benchmark: 90 percent of students proficient on reading, 82 percent of students proficient of math, 77 of students proficient in language arts.

Objective 2. Implement higher standards in English Language Arts and Mathematics.

Performance Measures: Percentage of students who pass the new Idaho Standards Achievement Tests (ISAT) based on higher English Language Arts and Mathematics standards.

Benchmark: Sixty percent of students in grades 3-8 will achieve proficiency on the new ISAT in math and English language arts after it is first administered in Spring 2015.

Objective 3: Improve access to postsecondary education while in high school.

Performance Measures: Percentage of students completing an advanced opportunity.

Benchmark: Sixty percent of students completing a dual credit, AP course or Tech Prep.

Objective 4: Every high school junior will take a college readiness exam.

Performance Measure: Percentage of students who score college- and career-ready in areas of exam: reading, writing and math.

Benchmark: 40 percent of high school students score college and career ready on a college readiness exam.

Goal 2: Implement a longitudinal data system where teachers, administrators and parents have accurate student achievement data for a child's educational career.

Objective1: Create reports with longitudinal statistics to guide system-level improvement efforts.

Performance Measure: Development of aggregate-level longitudinal data for individualized student growth expectations.

Benchmark: Every Idaho student who takes the ISAT has a growth report available to his/her teacher and parents/guardians.

Objective2: Improve data quality in ISEE uploads to ensure accuracy.

Performance Measure: Random district audits of data quality including enrollment, attendance, and achievement tied students and staff.

Benchmark: Audits matching data submitted within a less than 10 percent margin of error.

Idaho Division of Vocational Rehabilitation

2015 - 2019

Content and Format

The Plan is divided into four sections. The first three sections describe the programs administered under the Idaho Division of Vocational Rehabilitation (IDVR). Each of the programs described, Vocational Rehabilitation, Extended Employment Services, and the Council for the Deaf and Hard of Hearing, outline specific goals, objectives, performance measures and benchmarks for achieving their stated goals. The final section addresses external factors impacting IDVR.

Since Federal and Idaho State governments operate according to different fiscal years, and since IDVR is accountable to Rehabilitation Services Administration (RSA) on a federal year basis (October 1 – September 30), the agency will use federal year statistics for reporting the Vocational Rehabilitation program portion of IDVR. Any comparisons noted in benchmarks will reflect the most complete FFY data available. Since the Extended Employment Services and the Council for the Deaf and Hard of Hearing programs are state funded only, all reporting will be based on a state fiscal year. This Plan will cover fiscal years (SFY) 2015 through 2019.

VR Strategic Plan

Vocational Rehabilitation

Vocational Rehabilitation Program Vision Statement

"Your success at work means our work is a success."

Vocational Rehabilitation Program Mission Statement

"Preparing individuals with disabilities for employment and community enrichment."

Vocational Rehabilitation Program Goals

Goal #1 – To provide excellent and quality customer service to individuals with disabilities while they prepare to obtain, maintain, or regain competitive employment and long term supported employment.

1. ***Objective***: To provide customers with effective job supports including adequate job training to increase employment stability and retention.

   Performance Measure: To enhance the level of job preparedness services to all customers.

   Benchmark: Increase the number of successful rehabilitations in FFY 2015 to meet or exceed FFY 2014 performance.

   Benchmark: The average hourly wage of all successful rehabilitations in FFY 2015 will exceed FFY2014 year's average hourly wage.

   Benchmark: Identify and provide workforce development opportunities for customers specifically in the area of "soft skills" development

2. ***Objective***: To increase employment successes for transition age youth.

   A. ***Performance Measure***: To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

   Benchmark: The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2015 will exceed FFY 2014 performance.

   Benchmark: The number of applications for transition aged youth entering the IDVR program in FFY 2015 will exceed FFY 2014 performance.

   B. ***Performance Measure***: To provide increased work opportunities while in high school.

   Benchmark: Evaluate potential mechanisms to support internships and mentorships for customers transitioning from high school.

3. ***Objective***: To increase customer engagement in the VR process.

   Performance Measure: Increase customer awareness of vocational information and the decision making process through informed choice.

   Benchmark: The number of first time approved plans in FFY 2015 will exceed FFY2014.

   Benchmark: The rehabilitation rate of individuals exiting the IDVR program in FFY 2015 will meet or exceed the Federal performance standard of 55.8%.

4. ***Objective***: To offer benefit planning to all customers receiving SSI and/or SSDI entering, during and exiting the IDVR process to include Partnership Plus.

   Performance Measure: To provide information and referral material to customers initiating and completing the IDVR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

   Benchmark: Increase Social Security reimbursements to VR in FFY 2015 from FFY 2014 performance.

   Benchmark: Increase the number of referrals to the WIPA program for benefits counseling in FFY 2015 from FFY 2014 referrals.

Goal #2 - To provide organizational excellence within the agency.

1. ***Objective***: To increase the focus of customer service within the IDVR delivery system.

   A. ***Performance Measure***: Provide all customers who have reached planned services, satisfaction surveys when exiting the IDVR program.

      Benchmark: Maintain a customer satisfaction rate of at least 95% as demonstrated by “agree” to “strongly agree” ratings on customer surveys in FFY2015.

   B. ***Performance Measure***: Provide all customers who have been determined eligible, satisfaction surveys at time of plan implementation or at closure if prior to plan implementation by the end of FFY 2015.

      Benchmark: The customer satisfaction rate will demonstrate an overall “strongly agree” rating on customer surveys in FFY2015.

2. ***Objective***: To comply with State and Federal regulations.

   Performance Measure: Enhance the quality of a statewide program and evaluation system.

   Benchmark: Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings in FFY 2015.

3. ***Objective***: Utilize training to its maximum capacity for effective staff performance.

   A. ***Performance Measure***: Provide all IDVR staff training on policy and procedural changes throughout the agency.

      Benchmark: Zero audit findings on State and Federal reviews in FFY 2015.

   B. ***Performance Measure***: Provide all IDVR Vocational Rehabilitation Counselors and Vocational Rehabilitation Specialists training on how to communicate and develop effective relationships with employers.

      Benchmark: Increase the number of successful rehabilitations in FFY 2015 to meet or exceed FFY 2014 performance.

4. ***Objective***: IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

   Performance Measure: Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

   Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialist staff will continue to work toward and/or achieve CSPD in FFY 2015.

Goal #3 - To have strong relationship with our stakeholder and partners engaged in the mission of Vocational Rehabilitation.

1. ***Objective***: For IDVR to be recognized as the expert in the workforce needs of the business community for individuals with disabilities.

   A. ***Performance Measure***: To develop a Business Relations position.

      Benchmark: Implement a Business Relations position in FFY 2015 that will be a resource to employers statewide.

   B. ***Performance Measure***: To enhance a business network with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

      Benchmark: Increase the number of different occupational areas hiring IDVR customers in FFY 2015 from FFY 2014.

   C. ***Performance Measure***: To enhance relationships with the Regional Business Specialist from the Department of Labor.

      Benchmark: Increase the number of different occupational areas hiring IDVR customers in FFY 2015 from FFY 2014.

2. ***Objective***: To have an outcome based payment system of services with Community Rehabilitation Programs (CRP).

   Performance Measure: Evaluate and develop a milestone process.

   Benchmark: Implementation of a milestone program for CRPs by the end of FFY 2015.

3. ***Objective***: Provide ongoing opportunities to stakeholders and partners for effective input and feedback in the IDVR process.

   Performance Measure: Enhance the number of stakeholders and partners meeting to improve communication and understanding of each programs' system.

   Benchmark: Increase the number of applicants entering the IDVR process in FFY 2015 from FFY 2014 performance outcome.

4. ***Objective***: Provide information to partners and stakeholders regarding the VR process and comprehensive referral information when applicable.

   Performance Measure: Enhance the delivery system of VR general information and referral-specific information to partners and stakeholders.

   Benchmark: Increase the number of applicants entering the IDVR process in FFY 2015 from FFY 2014 performance outcome.

   Benchmark: Increase the number of successful rehabilitations in FFY 2015 to meet or exceed FFY 2014 performance.

Extended Employment Services

Mission

Idahoans with significant disabilities are some of the state's most vulnerable citizens. The Extended Employment Services (EES) Program provides people with significant disabilities employment opportunities either in a community supported or workshop setting.

Vision

Provide meaningful employment opportunities to enable Idaho's Most Severely Disabled to seek, train-for and retain real work success.

Goal #1 – Continually improve the quality and quantity of Extended Employment with Vocational Rehabilitation Services available to eligible Idahoans with severe physical and mental disabilities and to assist them to prepare for, obtain or regain gainful employment opportunities.

1. ***Objective***: Develop and emphasize customer centered programs offering increased choice, flexibility and opportunities for meaningful employment.

   Performance Measure: Increase the availability of customer centered employment services through employment, training, and job opportunities funded through the Vocational Rehabilitation Extended Employment Services.

   Benchmark: Five percent reduction in program waitlisted customers.

   Benchmark: Increase customer choice.

   Benchmark: Transparency in customer centered allocations.

Council for the Deaf and Hard of Hearing (CDHH)

Role of IDVR

CDHH is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. The following is the Council for the Deaf and Hard of Hearing's Strategic Plan.

Mission

Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.

Vision

To ensure that individuals who are deaf, hard of hearing, or hearing impaired have a centralized location to obtain resources and information about services available.

Goal #1 – Work to increase access to employment, educational and social-interaction opportunities for persons who are deaf or hard of hearing.

1. ***Objective***: Continue to provide information and resources.

   Performance Measure: Track when information and resources are given to consumers.

   Benchmark: Create and maintain brochures and other information about employment, education and social-interaction.

Goal #2 – Increase the awareness of the needs of persons who are deaf and hard of hearing through educational and informational programs.

1. ***Objective***: Continue to increase the awareness.

   Performance Measure: Give presentations to various groups through education and social media.

   Benchmark: Present to various organizations including corrections, courts, schools, and businesses about the needs of persons who are deaf and hard of hearing.

Goal #3 – Encourage consultation and cooperation among departments, agencies, and institutions serving the deaf and hard of hearing.

1. ***Objective***: Continue encouraging consultation and cooperation.

   Performance Measure: Track when departments, agencies, and institutions are cooperating (such as Department of Corrections and Health and Welfare.)

   Benchmark: Present to various agencies about the need for cooperation providing services needed for deaf and hard of hearing individuals.

Goal #4 – Provide a network through which all state and federal programs dealing with the deaf and hard of hearing individuals can be channeled.

1. ***Objective***: The Council's office will provide the network.

   Performance Measure: Tract when information is provided.

   Benchmark: The Council will continue to maintain a network through their website, brochures, telephone calls, video phone calls and personal communication.

Goal #5 – Determine the extent and availability of services to the deaf and hard of hearing, determine the need for further services and make recommendations to government officials to insure that the needs of deaf and hard of hearing citizens are best served.

1. ***Objective***: The Council will determine the availability of services available.

   Performance Measure: The Council will facilitate meetings to determine the needs.

   Benchmark: The Council facilitated a Mental Health Task Force to determine the needs for mental health services for the deaf and hard of hearing. The Council facilitated town hall style meetings throughout the state to determine the needs of deaf and hard of hearing individuals throughout the state.

   Benchmark: The Council will facilitate an Interpreter License Task Force to determine the need for legislation to regulate the practice of interpreting on behalf of consumers who are hearing, deaf, hard of hearing, deaf-blind, or speech disabled by licensing and provisionally licensing the providers of sign language interpreting services and establishing and monitoring sign language interpreting standards in the State.

Goal #6 – To coordinate, advocate for, and recommend the development of public policies and programs that provide full and equal opportunity and accessibility for the deaf and hard of hearing persons in Idaho.

1. ***Objective***: The Council will make available copies of policies concerning deaf and hard of hearing issues.

   Performance Measure: Materials that are distributed about public policies.

   Benchmark: The Executive Director of the Council for the Deaf and Hard of Hearing will facilitate meetings with different agencies including Health and Welfare, Corrections, schools and businesses to create public policy, including Interpreter standards.

Goal #7 – To monitor consumer protection issues that involves the deaf and hard of hearing in the state of Idaho.

1. ***Objective***: The Council will be the "go to" agency for resolving complaints from deaf and hard of hearing consumers concerning the Americans with Disabilities Act.

   Performance Measure: Track how many complaints are received regarding the ADA.

   Benchmark: The Council will provide information and create brochures regarding all aspects of the ADA that affect persons with hearing loss.

Goal #8 – Submit periodic reports to the Governor, the legislature, and departments of state government on how current federal and state programs, rules, regulations, and legislation affect services to persons with hearing loss.

1. ***Objective***: The Council will submit reports.

   Performance Measure: Reports will be accurate and detailed.

   Benchmark: The Council for the Deaf and Hard of Hearing will create a periodic report to provide to the Governor's office. The Council will present a needs assessment report to certain departments/agencies as needed.

External Factors Impacting IDVR

The field of Vocational Rehabilitation is dynamic due to the nature and demographics of the customers served and the variety of disabilities addressed. Challenges facing the Division include:

Adequate Supply of Qualified Personnel

IDVR is dedicated to providing the most qualified personnel to address the needs of the customers they serve. Challenges in recruitment have been prevalent over the past several years. Recruiting efforts have been stifled by low wages as compared to other Idaho state agencies as well as neighboring states. IDVR has identified the need to develop relationships with universities specifically offering a Master's Degree in Rehabilitation Counseling. Furthermore, IDVR has identified universities offering coursework for other degree programs that will meet eligbility for the Certification in Rehabilitation Counseling (CRC). Lastly, IDVR has collaborated with the University of Idaho to advance the profession of rehabilitation counseling.

State and Federal Economic and Political Climate

While Idaho has seen some improvement in its economic growth over the past year there are a variety of influences which can affect progress. Influences can vary from natural disasters to international conflicts. Individuals with disabilities have historically experienced much higher unemployment rates, even in strong economic times. Furthermore, Idaho has the highest percentage per capita of worker in the country making minimum wage. IDVR recognizes this and strives to develop relationships within both the private and public sectors in an effort to increase employment opportunities and livable wages for its customers.

The political elements are by far the most difficult for IDVR to overcome. At the state level, the Division is subject to legislative action regarding annual budget requests including service dollars and personnel expansion. Any legislation pertaining to service provision either by public or private sectors will have a definite impact on Division services and service providers.

IDVR is also affected by decisions made at the federal level. The outcome of the new Affordable Care Act is not yet clearly understood, but will undoubtedly have an influence on IDVR customers and services provided. Also, the direction Congress chooses regarding reauthorization of the Rehabilitation Act will impact the future of Vocational Rehabilitation in Idaho. Federal funding decisions, e.g., training grants, block grants, funding reductions, program deletions, merging of programs, changes in health care and employment standards and practices are areas that would impact the Division's planning process. Funding decisions and allocations on a state level have a direct impact on the amount of federal dollars the agency is able to capture.

Funding reductions on both the State and Federal level have and will continue to impact partnerships and comparable benefits available to the IDVR. For example, reduced budgets to school districts have impacted collaborative agreements. These agreements have allowed the IDVR to use nonfederal funds to match federal dollars, therefore increasing the amount of dollars available to IDVR. It is uncertain at this time the full impact in which sequestration will have on

the IDVR, partners and programs. It is anticipated that some programs in which comparable benefits are available will be reduced or eliminated, therefore increasing the economic impact to IDVR on the delivery of vocational services.

Adequate Availability of Services

Due to the rural nature of Idaho, there are isolated pockets of the state with limited vendor option. This can directly impact customer informed choice. Furthermore, a vendor's inability to meet required credentialing under IDAPA will significantly reduce or eliminate a customer's options. Lastly, changes to other program criteria will eliminate services to customers. A change in Health and Welfare's criteria for the HCBS Medicaid Waiver is one example affecting program services.

Technological Advances in Both Assistive Rehabilitation Products and Information Technology

IDVR recognizes the importance of both information and assistive technology advances as intricate to the success of the division as well as the customers it serves. The cost and rapid changes in these technologies influence the overall program success. IDVR is dedicated to keeping current of the latest trends in both assistive rehabilitation technology and information technology, and in training Vocational Rehabilitation Counselors and staff. IDVR employs an Information Technology staff to develop innovative ways to utilize technology in carrying out its mission. IDVR also collaborates with the Idaho Assistive Technology Project through the University of Idaho with center locations throughout the state.

All staff of the Idaho Division of Vocational Rehabilitation takes pride in providing the most effective, efficient services available to individuals with disabilities seeking employment. Management is committed to continued service to the people of Idaho. The goals and objectives outlined in the IDVR Strategic Plan are designed to maximize the provision of services to Idahoans with disabilities as well as promote program accountability.

The following is a supplement to the SFY 2015 -2019 Strategic Plan. It highlights the Vocational Rehabilitation and Extended Employment Service performance measure and accompanying benchmark(s). The Vocational Rehabilitation Program is primarily a federally funded program that assesses performance on a Federal Fiscal Year (FFY) basis (October 1-September 30); therefore input and data is based on the FFY. The Extended Employment Services Program is State funded only , therefore input and data will be based on the SFY.

It should be noted that the Council for the Deaf and Hard of Hearing (CDHH) is an independent agency. This is a flow-through council for budgetary and administrative support purposes only with no direct programmatic implication for IDVR. Idaho code authorizes the Governor to assign the Council to a department within the state government. The Council reports directly to the Governor appointed CDHH board of directors. The CDHH board oversees the requests, functions and priorities of the Council.

Vocational Rehabilitation:

Performance Measure: To enhance the level of job preparedness services to all customers.

> **Benchmark:** Increase the number of successful rehabilitations in FFY 2015 to meet or exceed FFY 2014 performance.
>
> FFY 2013= 1827 successful rehabilitations. To meet or exceed the previous year's performance
>
> **Benchmark:** The average hourly wage of all successful rehabilitations in FFY 2015 will exceed FFY2014 year's average hourly wage.
>
> FFY 2013 Average hourly wage, VR customers (post services): $10.98/hour.
>
> **Benchmark:** Identify and provide workforce development opportunities for customers specifically in the area of "soft skills" development
>
> Based on the completion of IDVR's Comprehensive Statewide Needs Assessment in FFY2013, it was identified that employers specifically want workers to have strong "soft skills" coming into employment. No work done at this time.

Performance Measure: To work with Idaho school districts, Special Education Directors, and the State Board of Education to identify and assist transition age youth both internal and external to School-Work Transition projects.

> **Benchmark:** The number of transition age youth exiting the IDVR program who achieved an employment outcome in FFY 2015 will exceed FFY 2014 performance.
>
> 553 transition age youth achieved an employment outcome in FFY 2013.

Benchmark: The number of applications for transition aged youth entering the IDVR program in FFY 2015 will exceed FFY 2014 performance.

Number of applications for transition aged youth in FFY2013: 1595

Performance Measure: To provide increased work opportunities while in high school.

Benchmark: Evaluate potential mechanisms to support internships and mentorships for customers transitioning from high school.

Based on the completion of IDVR's Comprehensive Statewide Needs Assessment in FFY2013, it was identified that internships and mentorships could be valuable to assist in the transition of a student from secondary to post-secondary or to successful employment. No work completed at this time.

Performance Measure: Increase customer awareness of vocational information and the decision making process through informed choice.

Benchmark: The number of first time approved plans in FFY 2015 will exceed FFY2014.

Number of first time approved plans in FFY 2013: 3134

Benchmark: The rehabilitation rate of individuals exiting the IDVR program in FFY 2015 will meet or exceed the Federal performance standard of 55.8%.

The Percentage of Individuals Receiving Services under an Individualized Plan for Employment Who Achieve Employment Outcomes (Successful closures after plan divided by the total of Successful and nonsuccessful closures after plan). This percentage will meet or exceed 55.8%.

Performance Measure: To provide information and referral material to customers initiating and completing the IDVR program, specifically Partnership Plus and Medicaid for Workers with Disabilities.

Benchmark: Increase Social Security reimbursements to VR in FFY 2015 from FFY 2014 performance.

FFY 2013 Reimbursement $646,200.

Benchmark: Increase the number of referrals to the WIPA program for benefits counseling in FFY 2015 from FFY 2014 referrals.

FFY 2013, 98 referrals were identified in the IDVR case management system.

Performance Measure: Provide all customers who have reached planned services, satisfaction surveys when exiting the IDVR program.

Benchmark: Maintain a customer satisfaction rate of at least 95% as demonstrated by "agree" to "strongly agree" ratings on customer surveys in FFY2015.

The customer satisfaction rate for FFY 2013 was 95.8%.

Performance Measure: Provide all customers who have been determined eligible, satisfaction surveys at time of plan implementation or at closure if prior to plan implementation by the end of FFY 2015.

Benchmark: The customer satisfaction rate will demonstrate an overall "strongly agree" rating on customer surveys in FFY2015.

No established benchmark. Specific customer survey to be developed.

Performance Measure: Enhance the quality of a statewide program and evaluation system.

Benchmark: Demonstrate compliance with state and federal regulation through both internal and external audits with zero findings in FFY 2015.

Zero findings.

Performance Measure: Provide all IDVR staff training on policy and procedural changes throughout the agency.

Benchmark: Zero audit findings on State and Federal reviews in FFY 2015.

Zero findings.

Performance Measure: Provide all IDVR Vocational Rehabilitation Counselors and Vocational Rehabilitation Specialists training on how to communicate and develop effective relationships with employers.

Benchmark: Increase the number of successful rehabilitations in FFY 2015 to meet or exceed FFY 2014 performance.

FFY 2013 = 1827 successful rehabilitations. To meet or exceed the previous year's performance.

Performance Measure: Evaluate and track annually IDVR counselors' maintenance of CSPD or progress toward achieving CSPD.

Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually. All Vocational Rehabilitation Specialist staff will continue to work toward and/or achieve CSPD in FFY 2015.

VRC's will maintain CSPD standard and VRS' will work toward/ or achieve standard based on Agency's policy.

Performance Measure: To develop a Business Relations position.

Benchmark: Implement a Business Relations position in FFY 2015 that will be a resource to employers statewide.

This has been identified from IDVR's Comprehensive Statewide Needs Assessment and input from our Public Forums in FFY2013. No work completed at this time.

Performance Measure: To enhance a business network with employers to include involvement with the Idaho Association of Business and Industry, the Rotary Club, Chamber of Commerce, and human resource organizations.

Benchmark: Increase the number of different occupational areas hiring IDVR customers in FFY 2015 from FFY 2014.

FFY2013 Data:

Service Occupations 846 =46%

Prod, Const, Operating, Maint & Material Handling 459=25%

Professional, Paraprofessional and Technical 265= 16%

Clerical and Administrative Support 106=.06%

Sales and Related Occupations 74=.04%

Managerial and Administrative 42=.02%

Agricultural, Forestry, Fishing and Related 21=.01%

Production Occupations4=.002%

Computer and Mathematical Occupations 3=.002%

Education, Training, and Library Occupations 2=.001%

Healthcare Support Occupations 2=.001%

Community and Social Service Occupations	2=.001%
RSA Special Occupations and Miscellaneous	1=>.001%

Performance Measure: To enhance relationships with the Regional Business Specialist from the Department of Labor.

Benchmark: Increase the number of different occupational areas hiring IDVR customers in FFY 2015 from FFY 2014.

See above

Performance Measure: Evaluate and develop a milestone process.

Benchmark: Implementation of a milestone program for CRPs by the end of FFY 2015

To be evaluated.

Performance Measure: Enhance the number of stakeholders and partners meeting to improve communication and understanding of each programs' system.

Benchmark: Increase the number of applicants entering the IDVR process in FFY 2015 from FFY 2014 performance outcome.

Number of applicants entering VR in FFY2013: 5250

Extended Employment Services:

Performance Measure: Increase the availability of customer centered employment services through employment, training, and job opportunities funded through the Vocational Rehabilitation Extended Employment Services.

Between SFY 2012 and SFY 2013 the EES Program increased the number of customers served by 5.5% while maintaining approximately the same level of funding. Additionally, the EES Program increased the percentage of program customers employed in competitive community employment (as opposed to subminimum wage positions) by 3%. These gains were made by fostering close working relationships with our Community Rehabilitation Partners and by developing methods of tailoring the programs limited available funding to customers' needs rather than overarching CRP based allocations.

Benchmark: Five percent reduction in program waitlisted customers.

Baseline from end of SFY 2013 = 686 waitlisted

Benchmark: Increase customer choice.

By developing new program protocols that allowed money to "Follow the Person" rather than assigning program allocations only to existing providers; for the first time ever, EES Customers had the ability to change providers if their needs could be better served elsewhere. Furthermore, this change in process created the opportunity for new providers to enter regional markets across the state and allowed customers to choose these new vendors without fear of losing their EES funding.

Benchmark: Transparency in customer centered allocations.

Previous yearly EES Allocations were controlled by community rehabilitation providers and the funding available for any specific customer was not clearly identified. In SFY 2013, all EES customers had an individual budget allocation assigned to them and the customer, provider and support team members were aware of a customer's budget allocation for the year.

Quarterly analysis was provided at the individual customer level to each community rehabilitation provider and regional funding levels were available publically for all program participants.

Idaho Public Television STRATEGIC PLAN

FY 2015-2019

Idaho Public Television
STRATEGIC PLAN FY 2015-2019

Idaho Public Television is an integral part of the State Board of Education's overall plan and process for the delivery of quality education throughout Idaho. This Plan describes the primary vision, needs, concerns, goals, and objectives of the staff and administration toward achieving those goals. The mission and vision of our agency reflect an ongoing commitment to meet the needs and reflect the interests of our varied audiences.

Idaho Public Television's services are in alignment with the guiding goals & objectives of the State Board of Education (SBoE). This Plan displays SBoE goals alongside the Agency's Strategic Planning Issues.

3/13/2014
Ron Pisaneschi
General Manager
Idaho Public Television

VISION STATEMENT

Inspire, enrich and educate the people we serve, enabling them to make a better world.

MISSION STATEMENT

The mission of Idaho Public Television is to meet the needs and reflect the interests of its varied audiences by:

- Establishing and maintaining statewide industry-standard delivery systems to provide television and other media to Idaho homes and schools;
- Providing quality educational, informational and cultural television and related resources;
- Creating Idaho-based educational, informational and cultural programs and resources;
- Providing learning opportunities and fostering participation and collaboration in educational and civic activities; and
- Attracting, developing and retaining talented and motivated employees who are committed to accomplishing the shared vision of Idaho Public Television.

Idaho Public Television
STRATEGIC PLAN FY 2015-2019

SBoE Goal 1: A WELL-EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.

IdahoPTV Objectives:

1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measures:
     - Number of DTV translators.
       - Benchmark: FY15 – 47 of 49
       - Benchmark: FY19 – 49 of 49
         (established by industry standard)
     - Number of cable companies carrying our prime digital channel.
       - Benchmark: FY15 – 28
       - Benchmark: FY19 – 28
         (established by industry standard)
     - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
       - Benchmark: FY15 – 8
       - Benchmark: FY19 – 8
         (established by industry standard)
     - Percentage of Idaho's population within our DTV signal coverage area.
       - Benchmark: FY15 – 98.5%
       - Benchmark: FY19 – 98.5%
         (established by industry standard)

2) Nurture and foster collaborative partnerships with other Idaho state entities to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities.
       - Benchmark: FY15 – 20
       - Benchmark: FY19 – 25
         (established by agency research)

3) Operate an efficient statewide delivery/distribution system.
   - Performance Measure:
     - Total FTE in content delivery and distribution.
       - Benchmark: FY15 – less than 30
       - Benchmark: FY19 – less than 25
         (established by industry standard)

4) Provide access to IdahoPTV television content that accommodates the needs of the hearing and sight impaired.
   - Performance Measures:
     - Percentage of broadcast hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
       - Benchmark: FY15 – 97.5%
       - Benchmark: FY19 – 100%
         (established by industry standard)
     - Percentage of online hours of closed captioned programming (non-live, i.e. videotaped) to aid visual learners and the hearing impaired.
       - Benchmark: FY15 – 10%
       - Benchmark: FY19 – 15%
         (established by industry standard)
     - Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.
       - Benchmark: FY15 – 12,000
       - Benchmark: FY19 – 12,000
         (established by agency research)

5) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY15 – 1,200,000
       - Benchmark: FY19 – 1,400,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY15 – 25,000
       - Benchmark: FY19 – 30,000
         (established by agency research)

6) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
   - Performance Measure:
     - Number of broadcast hours of educational programming.
       - Benchmark: FY15 – 28,000
       - Benchmark: FY19 – 28,500
         (established by agency research)

7) Contribute to a well-informed citizenry.
   - Performance Measure:
     - Number of broadcast hours of news, public affairs and documentaries.
       - Benchmark: FY15 – 12,500
       - Benchmark: FY19 – 12,500
         (established by agency research)

8) Provide relevant Idaho-specific information.
   - Performance Measure:
     - Number of broadcast hours of Idaho-specific educational and informational programming.
       - Benchmark: FY15 – 1,800
       - Benchmark: FY19 – 1,800
         (established by agency research)

9) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY15 – meet or exceed 35
       - Benchmark: FY19 – meet or exceed 50
         (established by industry standard)

10) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY15 – 21.3%
       - Benchmark: FY19 – 21.3%
         (established by industry standard)

11) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY15 – yes/yes/yes
       - Benchmark: FY19 – yes/yes/yes
         (established by industry standard)

SBoE GOAL 2: CRITICAL THINKING AND INNOVATION
The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

IdahoPTV Objectives:

1) Nurture and foster collaborative partnerships with other Idaho state entities to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities.
       - Benchmark: FY15 – 20
       - Benchmark: FY19 – 25
         (established by agency research)

2) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY15 – 1,200,000
       - Benchmark: FY19 – 1,400,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY15 – 25,000
       - Benchmark: FY19 – 30,000
         (established by agency research)

3) Broadcast educational programs and provide related resources that serve the needs of Idahoans, which include children, ethnic minorities, learners, and teachers.
   - Performance Measure:
     - Number of broadcast hours of educational programming.
       - Benchmark: FY15 – 28,000
       - Benchmark: FY19 – 28,500
         (established by agency research)

4) Contribute to a well-informed citizenry.
   - Performance Measure:
     - Number of broadcast hours of news, public affairs and documentaries.
       - Benchmark: FY15 – 12,500
       - Benchmark: FY19 – 12,500
         (established by agency research)

5) Provide relevant Idaho-specific information.
   - Performance Measure:
     - Number of broadcast hours of Idaho-specific educational and informational programming.
       - Benchmark: FY15 – 1,800
       - Benchmark: FY19 – 1,800
         (established by agency research)

6) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY15 – 35
       - Benchmark: FY19 – 50
         (established by agency research)

7) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY15 – 21.3%
       - Benchmark: FY19 – 21.3%
         (established by industry standard)

8) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY15 – yes/yes/yes
       - Benchmark: FY19 – yes/yes/yes
         (established by industry standard)

SBoE GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS
Ensure educational resources are used efficiently.

IdahoPTV Objectives:

1) Progress toward digital implementation as a statewide infrastructure in cooperation with public and private entities.
   - Performance Measures:
     - Number of DTV translators.
       - Benchmark: FY15 – 47 of 49
       - Benchmark: FY19 – 49 of 49
         (established by industry standard)
     - Number of cable companies carrying our prime digital channel.
       - Benchmark: FY15 – 28
       - Benchmark: FY19 – 28
         (established by industry standard)
     - Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.
       - Benchmark: FY15 – 8
       - Benchmark: FY19 – 8
         (established by industry standard)
     - Percentage of Idaho's population within our DTV signal coverage area.
       - Benchmark: FY15 – 98.5%
       - Benchmark: FY19 – 98.5%
         (established by industry standard)

2) Nurture and foster collaborative partnerships with other Idaho state entities to provide services to the citizens of Idaho.
   - Performance Measure:
     - Number of partnerships with other Idaho state entities.
       - Benchmark: FY15 – 20
       - Benchmark: FY19 – 25
         (established by agency research)

3) Operate an efficient statewide delivery/distribution system.
   - Performance Measure:
     - Total FTE in content delivery and distribution.
       - Benchmark: FY15 – less than 30
       - Benchmark: FY19 – less than 25
         (established by industry standard)

4) Provide access to IdahoPTV new media content to citizens anywhere in the state, which supports citizen participation and education.
   - Performance Measures:
     - Number of visitors to our websites.
       - Benchmark: FY15 – 1,200,000
       - Benchmark: FY19 – 1,400,000
         (established by agency research)
     - Number of visitors to IdahoPTV/PBS video player.
       - Benchmark: FY15 – 25,000
       - Benchmark: FY19 – 30,000
         (established by agency research)

5) Provide high-quality, educational television programming and new media content.
   - Performance Measure:
     - Number of awards for IdahoPTV media and services.
       - Benchmark: FY15 – 35
       - Benchmark: FY19 – 50
         (established by industry standard)

6) Be a relevant, educational and informational resource to all citizens.
   - Performance Measure:
     - Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.
       - Benchmark: FY15 – 21.3%
       - Benchmark: FY19 – 21.3%
         (established by industry standard)

7) Operate an effective and efficient organization.
   - Performance Measure:
     - Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.
       - Benchmark: FY15 – yes/yes/yes
       - Benchmark: FY19 – yes/yes/yes
         (established by industry standard)

Key External Factors
(Beyond the control of Idaho Public Television):

IdahoPTV provides numerous services to various state entities.

Funding:
Idaho Public Television's current strategic goals and objectives are based on a sustainable level of all funding sources: State of Idaho, Corporation for Public Broadcasting, and private contributions.

We are starting to see the impact of state entities passing on significant costs of operational expenses such as endowment land leases. This also includes the Idaho Bureau of Homeland Security (after 2019) that IdahoPTV has partnered with to provide data connectivity for broadcast signal distribution.

Much of the content that Idaho Public Television airs comes from program distributors or producers, both nationally and regionally. If these program production funding sources change (up or down), it could have an impact on IdahoPTV's ability to meet its goals and objectives targets.

Legislation/Rules:
Recent state statute and rule changes typically have not impacted Idaho Public Television. We are monitoring, to the degree we can, the effectiveness and sunset of the expanded Idaho education tax credit that is set to expire December 31, 2015.

Federal Government:
Various aspects of IdahoPTV's program functions fall under federal oversight, including the Federal Communications Commission, United States Department of Commerce, United States Department of Agriculture, Federal Aviation Administration, United States Department of Homeland Security, Internal Revenue Service, etc. Any change of federal rules and funding by any of these entities could also affect our ability to fulfill this strategic plan.

The FCC is currently engaged in auctioning frequencies to non-broadcast providers that have traditionally been used by broadcasters including Idaho Public Television. In doing so, the FCC is requiring stations to move to their transmitters and translators to different frequencies "repacking" them into fewer more congested frequencies. This has the potential of costing stations significant funds, and in some cases losing service to particular communities when available frequencies don't exist.

As viewers increasingly obtain their video content via new devices (computers, iPads, smartphones, broadband delivered set-top-boxes, etc.) in addition to traditional broadcast, cable and satellite, Idaho Public Television must invest in the technology to meet our viewers' needs. The ability of public television stations to raise private contributions and other revenue via these new platforms continues to be a significant challenge.

Idaho Public Television
FY 2015 – 2019 Strategic Plan Supplemental

Performance Measure	FY 2013 Data	FY 2015 Benchmark	FY 2019 Benchmark
Number of DTV translators.	44 of 49	47 of 49	49 of 49
Number of cable companies carrying our prime digital channel.	30	28	28
Number of Direct Broadcast Satellite (DBS) providers carrying our prime digital channel.	8	8	8
Percentage of Idaho's population within our DTV signal coverage area.	98.2%	98.5%	98.5%
Number of partnerships with other Idaho state entities.*		20	25
Total FTE in content delivery and distribution.	18.31	less than 30	less than 25
Percentage of broadcast hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	97.35%	97.5%	100%
Percentage of online hours of closed captioned programming (non-live) to aid visual learners and the hearing impaired.	5%	10%	15%
Number of service hours of descriptive video service provided via the second audio program to aid those with impaired vision.	11,503	12,000	12,000
Number of visitors to our websites.	1,196,428	1,200,000	1,400,000
Number of visitors to IdahoPTV/PBS video player.	22,395	25,000	30,000
Number of broadcast hours of educational programming.	27,778	28,000	28,500
Number of broadcast hours of news, public affairs and documentaries.	12,272	12,500	12,500
Number of broadcast hours of Idaho-specific educational and informational programming.	1,798	1,800	1,800
Number of awards for IdahoPTV media and services.	54	35	50
Full-day average weekly cume (percentage of TV households watching) as compared to peer group of PBS state networks.*	30.6%	21.3%	21.3%
Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	yes/yes/yes	yes/yes/yes	yes/yes/yes

*New performance measure beginning FY 2015.

IDAHO
Division of
Professional-Technical Education
PTE

Strategic Plan

2015-2019

Legal Authority

This strategic plan has been developed by the Division of Professional-Technical Education (DPTE) in compliance with Idaho Code, Title 67, Chapter 19, Sections 67-1901 through 67-1905, as amended. It supersedes all previous DPTE strategic plans.

Statutory authority for and definition of professional-technical education (PTE) is delineated in Idaho Code, Chapter 22, Sections 33-2201 through 33-2212. IDAPA 55 states the role of DPTE is to administer professional-technical education in Idaho and lists specific functions.

Mission

The mission of the Professional-Technical Education system is to provide Idaho's youth and adults with the technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

Vision

The economic and social vitality of a society is dependent on citizens properly equipped for career success: people equipped with the necessary skills, knowledge and attitudes required to perform their job responsibilities with a high degree of capability, precision, integrity, and safety while balancing responsibilities to the family and the community. Such a highly qualified and skilled workforce is essential to the competitiveness of Idaho's businesses and industries and the overall well-being, health, safety, and security of Idaho's citizens. Professional-technical education addresses this need.

All facets of the Idaho PTE system are complementary and contribute to fulfillment of the mission and Strategic Plan in a synchronized fashion. Division staff support the delivery system to ensure quality and return on the state's investment.

Core Functions

A. Administration

B. Programs

C. Technical assistance

D. Fiscal oversight

E. Research, planning, and performance management

External Factors

A. Labor market and general economic conditions

B. Perceptions and stigma regarding professional-technical education

C. Availability of funds

D. Policies, practices, legislation, and governance external to the Division

E. Ability to attract and retain qualified instructors

F. Local autonomy and regional distinctions including technical college institutional priorities/varied missions

Goals and objectives

Given the mission of the Division and in light of the goals of the State Board of Education, Goal 1 best aligns with that mission. In support of this goal, objectives are stated regarding the desired condition of the agency and system, with measures and critical success activities to determine whether or not progress is achieved toward the desired system condition. Both long term and short term benchmarks are set for each measure and activity where appropriate.

Goal 1. Effective and efficient delivery system resulting in a highly skilled workforce for Idaho

Objective A. **Synchronized system** | A coordinated, coherent system that demonstrates responsiveness and effectiveness in addressing Idaho's workforce needs

Performance measures

i. Define and/or validate student learning outcomes and program standards for all program areas with industry participation and endorsement, including career and workplace readiness

Benchmarks

- FY2019: 100% of programs
- FY2015: 20% of programs

ii. Create effective and reliable assessment strategy for authentication of student learning outcomes and adherence to program standards

Benchmarks

- FY2019: 100% of programs
- FY2015: 20% of programs

iii. Number of postsecondary technical credits earned via Advanced Learning Opportunity that satisfy graduation requirements for postsecondary technical program

Benchmarks

- FY2019: 1.5% year-over-year increase
- FY2015: Determine baseline and data collection methodology

Critical Success Activities

Long term

- Centralized database of PTE program standards and outcomes aligned across the system

Short term

- Distribute updated gap analysis report to stakeholders (see Objective G)

Objective B. **Industry engagement** | Business and industry are fully engaged and integrated into system operations

Performance measures

i. Program standards and outcomes have industry endorsement (1.A.i. above)

Benchmarks

- FY2019: 100% programs
- FY2015: 20% of programs

ii. Program standards include industry engagement requirements

Benchmarks

- FY2019: 100% of programs
- FY2015: 20% of programs

Critical Success Activities

Long term

- Statewide Industry Advisory Council to the Administrator

Short term

- Create strategic plan for industry engagement, including improvement of technical advisory committees
- Finalize revisions to Technical Advisory Committee Member Handbook and update DPTE policy

Objective C. **Accessible system** | Students have economical access to programs and services, including advanced learning opportunities and adult re-integration

Performance measures

i. Percentage of high school students enrolled in PTE Advanced Learning Opportunity (Tech Prep)[1]

Benchmark

- 27% students per year enrolled

ii. Number of Integrated Transition and Retention Programs (ABE-ITRP) in the technical colleges[1]

Benchmarks

- FY2019: 18
  FY2015: 10

iii. Number of Workforce Training Network (WTN) enrollments including Fire and Emergency Services training[1]

[1] State Board of Education measure

Benchmarks

- FY2019: 65,000
- FY2015: 45,000

iv. Expansion of postsecondary PTE Distributed Hybrid Programs

Benchmarks

- FY2019: 4 programs
- FY2015: 1 programs

Critical Success Activities

Long term

To ensure course transferability, develop basic technical certificates to be offered as a component of every postsecondary professional-technical credit program in the state

Short term

- Create a welding basic technical certificate

Objective D. **Student success |** Systems, services, resources, and operations support high performing students in high performing programs transitioning to employment

i. Postsecondary student completion rate

Benchmarks

- 68%

ii. Secondary and postsecondary student pass rate for Technical Skill Assessment (TSA)

Benchmarks

- Secondary: 75%
- Postsecondary: 90%

iii. Percentage of ABE clients within the cohort who transition to postsecondary education[2]

Benchmarks

- FY2019: 50%
- FY2015: 27%

iv. Number of postsecondary degrees and certificates awarded

Benchmark

- FY2019: 2,100
- FY2015: 1,955

[2] The data collection methodology for this population changed in FY13.

v. Positive placement rate of secondary and postsecondary program completers

Benchmark

- 90.5%

vi. Training-related placement rate of program completers

Benchmark

- Secondary FY2019: 18%
- Secondary FY2015: 14.5%
- Postsecondary FY2019: 70%
- Postsecondary FY2015: 55%

vii. Rate of secondary program completers who transition to postsecondary education

Benchmark

- Exceed most recent available NCHEMS overall transition ("go-on") rate for Idaho

Objective E. **Data-informed improvement** | Quality and performance management practices contribute to system improvement, including current research, data analysis, and strategic and operational planning

i. Percentage of programs reviewed for quality and performance on an annual basis

Benchmarks

- FY2019: 100% of programs
- FY2015: 20% of programs (5 year rotation)

Critical Success Activities

Long term

- PTE information portal for summary SLDS reports

Short term

- Current Strategic Plan and attendant performance measures assessed to create threshold for mission fulfillment/system performance to establish
- Finalize design of DPTE Quality Management System and related procedures for implementation
- Establish and implement Program Review schedule to include postsecondary system and Perkins requirements
- Establish performance measures for postsecondary system including WTN

Objective F. **Highly qualified staff** | Program instructors, school administrators, and support staff demonstrate high levels of achievement and adherence to quality standards

Performance measures

i. Percentage of system faculty and administrators holding appropriate PTE credentials

Benchmark

- FY2019: 100%
- FY2015: 95%

ii. Placement rate of teacher education programs into Idaho PTE system

Benchmark

- Equal to or greater than postsecondary training-related placement rate (1.D.vi) for the reporting year

Critical Success Activities

Long term

- Form and implement Teacher Education Advisory Committee
- Reform Administrator Credential requirements
- Reform current Leadership Institute

Short term

- Develop strategic plan for PTE Teacher Education

Objective G. **Effective use of resources** | Resources are committed to highest potential areas, impact of opportunity, and mission fulfillment

Performance measures

i. Audit exceptions

Benchmark

- 0

ii. Gap analysis report alignment of postsecondary program enrollments and labor market

Critical Success Activities

Long term

- Development of return on investment (ROI) report for DPTE

Short term

- Distribute updated gap analysis demonstrating labor market alignment with program offerings

Objective H. **Indispensable leadership, technical assistance, and advocacy |** Division office staff provide timely and effective support for the delivery system

Performance measures

i. Stakeholder satisfaction survey

Benchmark

- FY2015: Develop definition and establish baseline

Critical Success Activities

Short term

- Develop and implement stakeholder satisfaction survey

Eastern Idaho Technical College

Strategic Plan

Calendar Years 2015-2019

Revised May 2014

EITC Strategic Plan FY 2015 – FY 2019

Vision

Our vision is to be a superior professional-technical college. We value a dynamic environment as a foundation for building our College into a nationally recognized technical education role model. We are committed to educating all students through progressive and proven educational philosophies. We will continue to provide high quality education and state-of-the-art facilities and equipment for our students. We seek to achieve a comprehensive curriculum that prepares our students for entering the workforce, articulation to any college and full participation in society. We acknowledge the nature of change, the need for growth, and the potential of all challenges.

Mission

Eastern Idaho Technical College provides superior educational services in a positive learning environment that champions student success and regional workforce needs.

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

Objective A: Access - Increase access for individuals of all ages, abilities, and economic means.

Method 1: Increase the academic outcomes of students enrolled in Adult Basic Education (ABE) classes to: assist individuals become more capable and productive community members; improve individual skills in reading, math, writing, and English as a second language; and prepare students to successfully complete the GED and/or COMPASS tests as appropriate.

- Performance Measure: Academic gains of students.
- Benchmark: Meet the State NRS targets for academic gains at all levels.

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

Method 1: Monitor labor market needs and review the need for new occupational training programs and community education/workforce training courses.

- Performance Measure: The number of occupational training programs and workforce training courses identified as needed to respond to labor market needs.
- Benchmark: Identify at least one (1) occupational training program and at least five (5) workforce training courses to respond to labor market needs.

Method 2: Determine the feasibility of developing one (1) new occupational training program and five (5) workforce training courses identified in Method 1 as needed to respond to labor market needs.

- Performance Measure: Completion of feasibility analysis for one (1) new occupational training program and five (5) community education/workforce training courses.

- Benchmark: Feasibility analyses will be completed for one (1) new academic program and five (5) community education/workforce training courses. Development of new occupational training program(s) and workforce training courses deemed feasibly possible.

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

Method 1: Increase the reach of the Center for New Directions (CND) to individuals seeking to make positive life changes.

- Performance Measure: Number of potential students receiving pre-enrollment counseling.
- Benchmark: Increase number of students served, during each academic year, by at least one percent (1%).

Method 2: Development of new occupational training program(s) and workforce training courses deemed feasibly possible.

- Performance Measure: Development of feasibly possible program(s) and community education/workforce training courses.
- Benchmark: All feasibly possible academic program(s) and community education/workforce training courses will be developed.

Method 3: Monitor remedial needs in English and Math

- Performance Measure: Number and percentage of students successfully completing remedial English and Math (ENG 90 and MAT 100, respectively)
- Benchmark: Successful completers shall exceed 80%

Method 4: Ensure continuing services of the Tutoring Center by augmenting federal grant dollars through additional local or appropriated funding.

- Performance Measure: Funding level adjusted to student demand based on contact hours.
- Benchmark: Total funding for the Tutoring Center will be (FY 2012 funding ÷ FY 2012 contact hours) × projected contact hours for budget year.

Method 5: Percentage of post-secondary students who are retained in degree and certificate professional-technical programs.

- Performance Measure: Number of full-time students returning for a second year (fall to fall) for programs over one year.
- Benchmark: Returning students shall exceed 70%

- Performance Measure: Number of full-time students who completed programs of less than one year
- Benchmark: Completing students shall exceed 80%

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

- Performance Measure: Number of certificate and degree completions per 100 FTE
- Benchmark: Maintain award percentage over 35%

Objective E: Encourage collaboration with college service area's labor market.

- Performance Measure: Number of times EITC is mentioned in the public media or EITC-distributed brochures as a resource for work force training.
- Benchmark: Increase number of times by at least three (3) per year from FY 2013 levels.

GOAL 2: CRITICAL THINKING AND INNOVATION

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

Objective A: Critical Thinking, Innovation and Creativity – (Not currently measured)

Objective B: Quality Instruction – Implement faculty improvements based upon feedback from faculty evaluations by faculty, peers, students and division managers.

- Performance Measure: Number of newly implemented improvements suggested by students via faculty evaluations.
- **Benchmark:** Implement at least one (1) new idea, identified via feedback of students through faculty evaluations.

GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS

Ensure educational resources are used efficiently.

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

Method 1: Increase reach of the EITC Tutoring Center and the services provided by the Tutoring Center.

- Performance Measure: Number of student contact hours.
- Benchmark: Increase number of student hours, during each academic year, by at least one percent (1%).

Method 2: Monitor cost to deliver educational resources

- Performance Measure: Total cost per credit hour
- Benchmark: Maintain cost per credit hour within 20% of IPEDS peers

- Performance Measure: Total cost of certificate or degree completions (one year or longer) per $100,000 of campus spending (e.g. cost of instruction, maintenance, operations)

- Benchmark: Maintain completion costs within 20% of peers

- Performance Measure: Institutional reserves comparable to best practice.
- Benchmark: A minimum target reserve of 5% of operating expenditures.

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

- Performance Measure: Provide data to workforce longitudinal data system with the ability to access timely and relevant data.
- Benchmark: Completed by end of 2015.

GOAL 4: Provide high quality admission and student support.

Objective A: Provide multiple opportunities to obtain feedback from students and implement improvements and changes based on student feedback.

- Performance Measure: Students have the opportunity to respond to current procedures and experiences during their educational education at EITC. Students have the opportunity to fill out Faculty evaluations/surveys each semester and Noel Levitz yearly. Each of these surveys target student services, library, financial aid and overall campus experiences.
- Benchmark: Implement three (3) changes or solutions identified by the current surveys.

Objective B: Promote a continuing safe environment.

- Performance Measure: Ongoing review of Emergency Response Plan with appropriate changes made to plan.
- Benchmark: Throughout the year, at quarterly meetings, the Safety Committee will review the components of the Emergency Response Plan and modify it as appropriate to support a safe learning environment.

- Performance Measure: Ongoing use of formal on-line safety training
- Benchmark: 100% completion of safety training by all full time faculty and staff.

- Performance Measure: Safety briefings to faculty and staff
- Benchmark: Incorporate safety training into each in-service meeting at start of terms

GOAL 5: ACHIEVE ACCREDITATION OBJECTIVES

Objective A: Be supportive by providing a safe, clean, inviting, and functional campus setting. EITC provides comprehensive student support from pre-enrollment through employment (admissions, financial aid, placement, library, business office, Center for New Directions, Adult Basic Education, etc.)

Method 1: EITC students and staff feel safe and secure.

- Performance Measure: Safety and Security measure on annual survey.
- Benchmark:
    - Students report less than a 1.0 gap between importance of safety and security and level of agreement.
    - Faculty and staff report less than a 1.0 gap between importance of safety and security and level of agreement.

Method 2: EITC provides effective support services.

- Performance Measure: Student perception of the value of services offered through the EITC Tutoring Center.
- Benchmark: Student satisfaction of services offered through the EITC Tutoring Center will be 3.0 or higher on student survey.

- Performance Measure: EITC admissions services meet the expectations of students.
- Benchmark: Student satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC admissions services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC financial aid services meet the expectations of students.
- Benchmark: Student satisfaction ratings report less than a 1.0 gap between importance and level of agreement.

- Performance Measure: EITC financial aid services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement

- Performance Measure: EITC library services meet the expectations of faculty and staff.
- Benchmark: Faculty and staff satisfaction ratings report less than a 1.0 gap between importance and level of agreement

<u>Objective B</u>: Provide an atmosphere that fosters <u>communication and growth</u>. Communication includes both external communication with community, state, and other stakeholders and internal communication among staff and faculty. Growth includes student growth (addressed elsewhere) and professional growth of staff and faculty.

Method 1: Communicate effectively with the community

- Performance Measure: Publish and distribute college newsletter
- Benchmark: 6 issues per year minimum

- Performance Measure: Conduct forums to foster creativity
- Benchmark: President will hold 2 forums per year to collect innovative ideas from the campus community. Maintain document to include ideas collected and action taken.

- Performance Measure: Maintain a variety of campus committees and measure activity at critical committees
- Benchmark: 90% attendance by members

Method 2: Encourage relevant professional development

- Performance Measure: Provide funds for faculty and staff professional development
- Benchmark: maintain or increase level of available funds

- Performance Measure: Percent of faculty that participate in professional development
- Benchmark: 80% of full-time faculty will participate in professional development annually

- Performance Measure: Percent of staff that participate in professional development
- Benchmark: 80% of full-time staff will participate annually

- Performance Measure: Provide opportunities for professional development on campus
- Benchmark: Provide a minimum of 2 professional development activities on campus annually.

Method 3: Develop and maintain partnerships with stakeholders

- Performance Measure: Provide customized training to local industries
- Benchmark: Increase headcount yearly

- Performance Measure: Conduct employer follow-up
- Benchmark: Annual survey to collect satisfaction

- Performance Measure: Maintain labor market awareness
- Benchmark: Review DOL labor data annually

Objective C: Be accountable and a good steward of the funds entrusted to it through state appropriations, grants, student fees and other sources; seek to become increasingly effective in the application of those funds and the thorough reporting and justification of how funds were spent.

Method 1: Gather and utilize data for informed decision making**.**

- Performance Measure: Annual program graduate placement survey
- Benchmark: 85% training related placement

- Performance Measure: Fall to spring semester/fall to fall retention study
- Benchmark: 85% retention goal

- Performance Measure: Graduation rate study
- Benchmark: 50% graduation rate

- Performance Measure: Program enrollment reports
- Benchmark: Maintain semester/annual enrollments based on documented needs

Method 2: Regularly review and update programs

- Performance Measure: Annual program learning outcomes assessment
- Benchmark: Continuous improvement of students meeting expected learning outcomes

- Performance Measure: Maintain active program advisory committees
- Benchmark: 2 meetings per year

Method 3: Utilize resources efficiently

- Performance Measure: Room utilization
- Benchmark: Increasing room utilization factors

- Performance Measure: Energy and water consumption
- Benchmark: Annually decrease consumption

Objective D: Be <u>a place of learning</u> where students learn and develop workplace skills; use the most appropriate learning methods and provide instruction that is not only academically rigorous but is also tailored to the needs of the community

Method 1: Incorporate the use of most appropriate technologies

- Performance Measure: Percentage of faculty using learning management system
- Benchmark: Increase percentage annually to reach 100%

- Performance Measure: Number of courses via hybrid/on-line technology
- Benchmark: Increase percentage annually

Method 2: Provide rigorous and relevant instruction

- Performance Measure: Active program advisory committees
- Benchmark: 2 meetings per year

- Performance Measure: Performance on certification exams
- Benchmark: Student performance meets or exceeds 80% success rates

- Performance Measure: Performance on Technical Skills Assessments
- Benchmark: Performance meets or exceeds State's agreed upon standards

- Performance Measure: Student perception of instructional effectiveness
- Benchmark: Students report positive perception on annual assessment

Key External Factors

(beyond the control of Eastern Idaho Technical College)

Funding:

Most State Board of Education strategic goals and objectives assume on-going and sometimes significant additional levels of State legislative appropriations. Availability of state revenues (for appropriation), gubernatorial, and legislative support for some Board initiatives can be uncertain.

Legislation/Rules:

Beyond funding considerations, many education policies are embedded in State statute or rule and not under Board control. Changes to statute and rule desired by the Board of Education are accomplished according to State guidelines. Rules require public notice and opportunity for comment, gubernatorial support, and adoption by the Legislature. Proposed legislation must be supported by the Governor, gain approval in the germane legislative committees and pass both houses of the Legislature.

Federal Government: A great deal of education funding for Idaho public schools is provided by the federal government. Funding is often tied to specific federal programs and objectives and therefore can greatly influence education policy in the State.

Eastern Idaho Technical College

Performance Measures April 2014

Performance Measures

#	Performance Measure	FY2010	FY2011	FY2012	FY2013	Benchmark
1	Increase reach of EITC Tutoring Center (Goal III, Objective 2)	5,406	4,870	5,195	6000	5247
2	Increase reach of Adult Basic Education Division (Goal IV, Objective 1)	757	744	647	612	653
3	Increase reach of Center for New Directions (Goal IV, Objective 2)	686	518	411	292	415
4	Increase the academic outcomes of students enrolled in Adult Basic Education Division (ABE)	ABE 1 54% ABE 2 50% ABE 3 46% ABE 4 33% ABE 5 31% ESL 1 43% ESL 2 33% ESL 3 32% ESL 4 26% ESL 5 6% ESL 6 21%	ABE 1 64% ABE 2 43% ABE 3 58% ABE 4 36% ABE 5 41% ESL 1 20% ESL 2 42% ESL 3 32% ESL 4 28% ESL 5 30% ESL 6 20%	ABE 1 41% ABE 2 53% ABE 3 52% ABE 4 37% ABE 5 33% ESL 1 45% ESL 2 39% ESL 3 47% ESL 4 47% ESL 5 37% ESL 6 29%	ABE 1 33% ABE 2 57% ABE 3 54% ABE 4 36% ABE 5 41% ESL 1 56% ESL 2 53% ESL 3 50% ESL 4 33% ESL 5 32% ESL 6 20%	ABE 1 55% ABE 2 50% ABE 3 46% ABE 4 36 % ABE 5 37% ESL 1 50 % ESL 2 54% ESL 3 49% ESL 4 45% ESL 5 42% ESL 6 27%
*5	Retention Rate: Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission).	57	93	64	**TBD**	**TBD**
*6	Dual Credit: Total credit hours earned, and the unduplicated headcount of participating students.	0	0	0	4, 1	**TBD**
7	Total certificates and degrees conferred - Number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled	36	37	42	43	35%
8	Cost per credit hour	$496	$503	$531	$579	Maintain cost per credit hour within 20% of IPEDS peers List
9	Efficiency - Certificates (of at least 1 year or more) and Degree Completions per $100,000 of Education and Related Spending	.41	.41	.38	.40	Declining Cost

Eastern Idaho Technical College

Performance Measures April 2014

*10	Graduation Rate: a) Total degree production (split by undergraduate/graduate). b) Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).	a. 237 b. 15%	a. 261 b. 18%	a. 243 b. 18%	a. 232 b. 19%	TBD

* New System-wide added measures
TBD = To Be Determined

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University of Idaho
A LEGACY OF LEADING

Leading Idaho:

The University of Idaho Strategic Plan

2015-2019

INTRODUCTION

The University of Idaho is the first choice for student success and statewide leadership. We are the premier land-grant research university in our state. We lead in teaching and engaged student learning in our undergraduate, graduate, and professional programs. We excel at interdisciplinary research, service to businesses and communities, and in advancing diversity, citizenship, and global outreach. Through our growing residential and networked university and strong alumni connections, we develop leaders who will guide Idaho to global economic success, create a sustainable American West, and address our nation's most challenging problems.

As Idaho's land-grant institution, our students, faculty, and staff are engaged in a vast network of powerful partnerships through statewide locations, laboratories, research and extension centers, outreach programs, and a base of loyal alumni worldwide. These resources provide connections to individuals, businesses, and communities that strive to improve the quality of life of all Idaho citizens and secure the economic progress of the world.

We are committed to a student-centered, engaged learning environment. Our unique geography, intimate setting, residential campus, and dedicated faculty provide aspiring leaders with the skills and abilities to challenge themselves and learn by doing.

Our leadership position in research and creative activity presents opportunities to interact and innovate with world-class faculty. Our students gain firsthand experience addressing global challenges, and bring contemporary knowledge and experience into their careers and lives.

Students, faculty, and staff at the University of Idaho are dedicated to advancing a purposeful and just community that respects individuality and provides access and inclusion for all cultures to create a climate that is civil and respectful. Innovative, productive collaborations that foster community and build morale are encouraged.

Over the past five years, the university community has implemented a strategic plan to further the vision and mission of the university. This 2015-19 Strategic Plan fulfills the promise of a 21st century land-grant institution to lead and inspire Idaho, the nation, and the world. To achieve this, all units will develop strategic actions that advance the overall strategic direction, vision, and values of the institution.

MISSION

The University of Idaho is the state's land-grant research university. From this distinctive origin and identity comes our commitment to enhance the scientific, economic, social, legal, and cultural assets of our state, and to develop solutions for complex problems facing society. We deliver on this commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at our residential main campus, regional centers, extension offices, and research facilities throughout the state. Consistent with the land-grant ideal, our outreach activities serve the state at the same time they strengthen our teaching as well as scholarly and creative capacities.

Our teaching and learning includes undergraduate, graduate, professional, and continuing education offered through both resident instruction and extended delivery. Our educational programs are enriched by the knowledge, collaboration, diversity, and creativity of our faculty, students, and staff.

Our scholarly and creative activities promote human and economic development, global understanding, and progress in professional practice by expanding knowledge and its applications in the natural and applied sciences, social sciences, arts, humanities, and the professions.

ROLE

Our commitment to focused excellence includes developing and delivering pre-eminent statewide programs. These programs are delivered in the Morrill Act-mandated primary emphases areas in agriculture, natural resources, and engineering; and sustaining excellence in architecture, law, liberal arts, sciences, education, business and economics, and programs in medical and veterinary medical education, all of which shape the core curriculum and give meaning to the concept of a land-grant research university.

PRINCIPLES AND VALUES

Learn, create, and innovate
Preserve and transmit knowledge
Act with integrity
Treat others with respect
Celebrate excellence
Change lives
Welcome and include everyone
Take responsibility for the future

Goal 1: Teaching and Learning Goal: Enable student success in a rapidly changing world.

Context: Our graduates live, work, compete, and prosper in a constantly changing environment. Consequently, curricula, co-curricular activities, pedagogy, and assessment must be quickly adaptable as the environment changes. Learning experiences drawn from our disciplinary and interdisciplinary strengths will help students develop the ability to identify and address complex problems and opportunities.

Objective A: Build adaptable, integrative curricula and pedagogies.

Strategies:

1. Streamline policies and practices to enable creative program revision and course scheduling.
2. Implement general education requirements that emphasize integrative learning throughout the undergraduate experience.
3. Use external and internal assessments to keep teaching and learning vital.
4. Build curricula to support timely degree completion.
5. Expand opportunities for professional education.
6. Apply emerging technologies to increase access and respond to the needs of local and global learners.
7. Develop increased learning opportunities for underserved or underrepresented communities.
8. Employ active learning pedagogies to enhance student learning where appropriate.

Performance Measure: The average time to complete a Bachelor's degree.

Benchmark: Four and one-half (4.50) years (using the Complete College Idaho methodology).
Rationale: Timely degree completion, along with high graduation rates, results from and reflects efficient curricula, good advising and student centered teaching. Allowing 4.5 years gives students time to take fewer credits in some terms, take a few extra elective courses, and/or change majors.

Performance Measure: Retention rates (percent of full-time and part-time freshmen returning for a second year or full-time and part-time new transfers returning or completing their program).
Benchmark: The median of our official peer institutions, which we have most recently calculated as 83%. We have not recently computed the retention/success rate for new transfers at our peer institutions.
Rationale: Required by SBOE.

Performance Measure: Graduation rate (percent of full-time and part-time freshmen graduating in six years).
Benchmark: The median of our official peer institutions (most recently 62% for full-time, part-time peer median not yet compiled for peers).
Rationale: Required by SBOE.

Performance Measure: Dual Credit (total credits and # of students)
Benchmark: Consistent annual increases to market saturation.
Rationale: Required by SBOE.

Performance Measure: Total undergraduate degrees conferred (number of undergraduate degree completions per 100 FTE undergraduate students enrolled).
Benchmark: The median of our official peer institutions.
Rationale: Required by SBOE.

Objective B: Develop integrative learning activities that span students' entire university experience.

Strategies:

1. Increase educational experiences within the living and learning environments.
2. Engage alumni and stakeholders as partners in student mentoring.
3. Increase student participation in co-curricular activities.
4. Integrate curricular and co-curricular activities.
5. Increase opportunities for student interaction and interdisciplinary collaboration.

Performance Measure: Number and percent of students participating in Study Abroad and National Student Exchange programs.
Benchmark: Five percent of the full-time undergraduate degree-seeking student body.
Rationale: Enabling students to not only progress through their academic career but also to do so while learning in diverse settings provides them with greater perspective.

Goal 2: Scholarly and Creative Activity Goal: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

Context: Our quality of life today and in the future depends on the merit of our scholarship and creative endeavors. Many of the most pressing issues facing society cut across disciplines and require solutions that do the same. At the University of Idaho we are committed to helping address society's pressing issues by continuing to support strong disciplinary and interdisciplinary activities that emphasize quality, innovation, critical thinking, and collaboration. We intend to improve the quality of life of all Idaho citizens and secure the economic progress of our world.

Objective A: Strengthen all scholarly and creative activities consistent with the University's strategic missions and signature areas.

Strategies:

1. Engage accomplished scholars to provide mentoring and leadership for key research and creative initiatives.
2. Increase the number of endowed faculty positions and postdoctoral, graduate, and undergraduate fellowships.
3. Support faculty, student, and staff entrepreneurial activity to develop new areas of excellence.
4. Implement university-wide mechanisms to provide attractive start-up packages for faculty and reward systems that recruit and retain world class faculty and staff.
5. Leverage the skills of non-tenure track faculty to promote research growth.
6. Increase the application of and public access to the results of scholarly and creative activities.

Performance Measure: The number of grant applications supporting or requiring interdisciplinary activities in which two or more faculty from different departments are listed as Co-Principal Investigators.
Benchmark: 20%
Rationale: Increased from 10% in FY2009 to 25% in FY2013; sustainable growth is our goal.

Performance Measure: Funding from competitive federally funded grants per full-time instruction and research faculty.
Benchmark: $150,000
Rationale: Increased from $128k to $153k from FY2010 through FY2013; sustainable growth is our goal.

Objective B: Enable faculty, student, and staff engagement in interdisciplinary scholarship and creative activity.

Strategies:

1. Expand opportunities for ongoing interactions among faculty, students, and staff to identify areas of common interest.
2. Increase support for graduate and undergraduate interdisciplinary research and

creative activity.
3. Develop clear criteria for evaluating engaged scholarship.
4. Increase the national and international visibility of the University's contributions to interdisciplinary activities.
5. Partner with other educational institutions, industry, not-for-profits, and public agencies to expand resources and expertise.
6. Facilitate the submission of large, interdisciplinary proposals to obtain funding and to sustain successful projects.

Performance Measure: Percent of undergraduate degrees conferred in STEM fields.
Benchmark: Peer median (most recent value was 32%)
Rationale: Science, Technology, Engineering and Mathematics fields are essential in our highly technological society; these degree recipients contribute disproportionately to the Idaho economy.

Goal 3: Outreach and Engagement Goal: Meet society's critical needs by engaging in mutually beneficial partnerships.

Context: As the state's land-grant institution, the University of Idaho is uniquely positioned to expand its impact in Idaho and beyond. We seek to achieve that end through engagement--working across disciplines; integrating teaching, research, and outreach; and partnering with constituents for the mutually beneficial exchange of knowledge and resources.

Objective A: Develop processes, systems, and rewards that foster faculty, staff, and student outreach and engagement.

Strategies:

1. Increase the internal visibility of our outreach and engagement activities to facilitate interaction and develop synergies across the university.
2. Develop clear criteria for evaluating outreach and engagement.
3. Recognize and reward engagement with communities, businesses, non-profits, and agencies.
4. Develop an infrastructure and streamline administrative processes to coordinate outreach and engagement efforts.
5. Communicate best practices for development and implementation of outreach and engagement projects.

Performance Measure: Evidence of an institutional commitment to supporting faculty outreach and engagement activities in each strategic area noted above.
Benchmark: Qualitative and quantitative evidence indicating progress in each area.
Rationale: Demonstrating progress in this area requires a mixed-methods approach, which will include noting establishment of distinct organizational structures, changes in annual position descriptions, promotion and tenure policies, recognition from national agencies (e.g. Carnegie Classification for Engagement, US Presidential Higher Education Community Service Honor Role, Magrath and Kellogg Foundation Engagement Awards).

Objective B: Strengthen and expand mutually beneficial partnerships with stakeholders in Idaho and beyond.

Strategies:

1. Increase opportunities for faculty and students to connect with external constituents. Develop new partnerships with others who are addressing high priority issues.
2. Increase student participation in defining and delivering experiential learning opportunities.
3. Increase the external visibility of our outreach and engagement activities.
4. Coordinate plans to increase external funding for outreach and engagement.

Performance Measure: Percentage of students participating in service learning activities, as reported by the University of Idaho Service Learning Center and the ASUI Volunteerism Center.
Benchmark: One-third of the total student body (approximately 3200 students) will engage in community service activities.
Rationale: Over the course of the 2012-2013 academic year approximately 33% of University of Idaho students participated in 98 service-learning activities and provided more than 150,000 hours of service to more than 160 community organizations throughout Idaho.

Goal 4: Community and Culture Goal: Be a purposeful, ethical, vibrant, and open community.

Context: Our community is characterized by openness, trust, and respect. We value all members for their unique contributions, innovation, and individuality. Our community and culture must adapt to change, seek multiple perspectives, and seize opportunity. We are committed to a culture of service, internally and externally. We value a diverse community for enhanced creativity, cultural richness, and an opportunity to apply our full intellectual capacity to the challenges facing Idaho, the nation, and the world.

Objective A: Be a community committed to access and inclusion.

Strategies:

1. Recruit and retain a diverse student body.
2. Recruit and retain diverse faculty and staff.
3. Expand opportunities for cultural competency training.
4. Build extended community partnerships to enhance an environment that values diversity.

Performance Measure: Percentage of disadvantaged minority students, faculty and staff.
Benchmark: Meet or exceed peer medians (most recently 13% of students, 5% of faculty and 7% of staff).
Rationale: The diversity of our campus should be compared with our land-grant, high research peer institutions' diversity.

Objective B: Be a community committed to civility and respect.

Strategies:

1. Promote civil and respectful dialogue and debate both in and out of the classroom.
2. Increase systematic, consistent, and productive responses to behaviors that are destructive to the community.
3. Promote a sense of concern for and accountability to others.

Performance Measure: Percentages of faculty, staff and students who report positive experiences on surveys conducted periodically to assess the culture and climate. These include the every-third-year HERI/UCLA Faculty and UI Staff surveys, and the annual Graduating Senior Survey.
Benchmark: Peer medians when available, prior results if not (95% for students, 75% for faculty and 88% for staff).
Rationale: The periodic surveys listed above provide historical data suitable for trend analyses. The UI Diversity Task Force is also in the process of studying these issues and developing additional measures.

Objective C: Be a community committed to productivity, sustainability, and innovation.

Strategies:

1. Reward individuals and units that aim high, work across boundaries, and capitalize on strengths to advance the overall strategic direction, vision, and values of the institution.
2. Develop and promote activities to increase collaboration with new and unique partners.
3. Energize the community and foster commitment to university-wide endeavors by communicating our successes.
4. Create efficiencies through innovative collaboration, shared goals, and common experiences.
5. Invigorate the community by promoting attitudes of leadership and excellence.
6. Steward our financial assets, infrastructure, and human resources to optimize performance.

Performance Measure: For finances, the institution primary reserve ratio.
Benchmark: The institution primary reserve ratio, as reported by UI Business Systems and Accounting Services, should be comparable to the advisable level of reserves established by NACUBO, which was most recently 40%.
Rationale: This benchmark is based on NACUBO recommendations.

External Factors

State Board of Education (SBOE): Achievement of strategic goals and objectives assumes SBOE support and commitment to UI's unique role and mission.

Funding: Economic conditions will play an important role in the perceived value and effectiveness of higher education in the coming years. On-going and appropriate levels of funding from state and federal sources will be critical for the success of our strategic plan.

University of Idaho Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

The University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The University is also responsible for regional medical and veterinary medical education programs in which the state of Idaho participates.

As designated by the Carnegie Foundation, the University of Idaho is a high research activity, land-grant institution committed to undergraduate and graduate-research education with extension services responsive to Idaho and the region's business and community needs. The University is also responsible for medical and veterinary medical education programs in which the state of Idaho participates; WWAMI – Washington-Wyoming-Montana-Alaska-Idaho for medical education; WI – Washington-Idaho for veterinary medical education.
primary and continuing emphasis in agriculture, natural resources and metallurgy, engineering, architecture, Law, foreign languages, teacher preparation and international programs, business, education, liberal arts, physical, life and social sciences. Some of which also provide the core curriculum or general education portion of the curriculum.

The institution serves students, business and industry, the professional and public sector groups throughout the state and nation as well as diverse and special constituencies. The University also has specific responsibilities in research and extension programs related to its land-grant functions. The University of Idaho works in collaboration with other state postsecondary institutions in serving these constituencies.

Core Functions/Idaho Code

Recognizing that education was vital to the development of Idaho, the legislature set as a major objective the establishment of an institution that would offer to all the people of the territory, on equal terms, higher education that would excel not only in the arts, letters, and sciences, but also in the agricultural and mechanic arts. The federal government's extensive land grants, particularly under the Morrill Act of 1862, provided substantial assistance in this undertaking. Subsequent federal legislation provided further for the teaching function of the institution and for programs of research and extension. In all, approximately 240,000 acres were allocated to the support of Idaho's land-grant institution.

After selecting Moscow as the site for the new university, in part because Moscow was located in the "center of one of the richest and most populous agricultural sections in the entire Northwest" and the surrounding area was not subject to the "vicissitudes of booms, excitement, or speculation," the University of Idaho was founded January 30, 1889, by an act of the 15th and last territorial legislature. That act, commonly known as the university's' charter, became a part of Idaho's organic law by virtue of its confirmation under article IX, section 10, of the state constitution when Idaho was admitted to the union. As the constitution of 1890 provides, "The location of the University of Idaho, as established by existing laws, is hereby confirmed. All the rights, immunities, franchises, and endowments heretofore granted thereto by the territory of Idaho are hereby perpetuated unto the said university. The regents shall have the general supervision of the university and the control and direction of all the funds of, and appropriations to, the university, under such regulations as may be prescribed by law." Under these provisions, the University of Idaho was given status as a constitutional entity.

University of Idaho Performance Measurement Report

University of Idaho

Revenue and Expenditures[1]:

Revenue	FY 2010	FY 2011	FY 2012	FY 2013
Approp: General Funds	$107,249,600	$103,804,200	$100,824,500	$105,645,666
Approp: Federal Stimulus	$5,329,056	$1,454,304	$367,641	$0
Approp: Endowment Funds	$6,164,400	$6,164,400	$6,164,400	$6,466,800
Approp: Student Fees	$47,923,505	$58,158,895	$65,528,071	$68,472,665
Institutional Student Fees	$17,174,451	$20,467,224	$12,810,386	$14,185,285
Federal Grants & Contracts	$75,913,834	$92,730,000	$89,897,206	$85,949,538
State Grants & Contracts	$5,051,659	$4,748,152	$5,171,783	$5,203,701
Private Gifts, Grants & Contracts	$4,500,246	$4,947,987	$3,750,735	$3,881,344
Sales & Serv of Educ Act	$10,130,640	$9,791,049	$10,178,009	$10,235,562
Sales & Serv of Aux Ent	$29,563,701	$33,440,256	$34,042,490	$35,453,721
Indirect Costs/Other	$42,368,253	$40,568,173	$21,562,931	$32,218,097
Total Revenues	$351,369,345	$376,274,640	$350,298,154	$367,912,379
Expenditure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
Instruction	$89,235,643	$86,639,313	$94,332,305	$107,843,887
Research	$67,917,142	$75,413,369	$73,787,474	$72,900,119
Public Service	$30,531,632	$31,133,657	$27,841,836	$30,107,395
Library	$4,000,300	$4,093,600	$4,297,332	$4,736,032
Student Services	$10,368,449	$11,798,205	$11,949,353	$13,733,579
Physical Plant	$45,429,993	$45,018,045	$47,841,115	$47,883,906
Institutional Support	$30,114,735	$27,590,583	$25,207,537	$20,231,660
Academic Support	$12,241,169	$11,594,229	$12,237,329	$14,283,458
Athletics	$9,339,948	$11,003,975	$12,198,103	$13,025,690
Auxiliary Enterprises	$26,673,577	$27,774,298	$27,424,058	$26,308,429
Scholarships/Fellowships	$18,030,738	$22,147,967	$11,944,669	$10,425,552
Other	$0	$0	$0	$0
Total Expenditure	$343,883,326	$354,207,241	$349,061,111	$361,479,707

[1]These amounts conform to our audited financial statements.

Graphs added later by DFM

University of Idaho Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2010	FY 2011	FY 2012	FY 2013
Annual (unduplicated) Enrollment Headcount [1]				
- Non-Degree and Early College	1,749	1,448	1,624	2,281
- Undergraduate	9,414	9,760	9,883	9,652
- Graduate	2,423	2,581	2,577	2,385
- Professional	340	375	388	367
Total	13,926	14,164	14,472	14,685
Annual Credit Hours Taught [1]				
- Undergraduate	265,802	276,658	279,969	276,431
- Graduate	31,039	32,515	31,943	29,149
- Professional	10,828	11,517	12,226	11,691
Total	307,669	320,690	324,138	317,271
Annual Enrollment FTE [2]				
- Undergraduate	8,860	9,222	9,332	9,214
- Graduate	1,293	1,355	1,331	1,215
- Professional	369	394	420	401
Total	10,522	10,971	11,083	10,830
Degrees Awarded [3]				
- Undergraduate (Bachelors only)	1,644	1,688	1,761	1,981
- Graduate (Masters, Specialists and Doctorates)	609	675	725	745
- Professional (J.D, Ed.D.. and D.A.T.)	98	106	106	129
Total	2,351	2,469	2,592	2,855
Graduates – Unduplicated Headcount				
- Undergraduate (Bachelors only)	1,577	1,586	1,665	1,889
- Graduate (Masters, Specialists and Doctorates)	605	674	722	736
- Professional (J.D, Ed.D.. and D.A.T.)	98	106	106	129
Total	2,280	2,366	2,493	2,756
Percent of Graduates to Unduplicated Headcount				
- Undergraduate	16.8%	16.3%	16.8%	19.6%
- Graduate	25.0%	26.1%	28.0%	30.9%
- Professional	28.8%	28.3%	27.3%	35.1%
Dual Credit hours taught [4]				
- Total Annual Credit Hours	1,806	1,709	2,923	5,034
- Total Annual Student Headcount	538	514	778	1,303
Undergraduate students participating in Study Abroad and National Student Exchange programs [5]				
- Number	370	375	458	411
- Percent	3.5%	4.6%	5.2%	4.9%
Remediation [6]				
- Number of New Frosh from Idaho who need remediation in English/Reading	106 / 1189	121 / 1060	151 / 1096	117 / 1092
- Percent	9%	11%	14%	11%
Percent of undergraduate students participating in research programs [7]				
STEM	21%	20%	23%	25%
Non-STEM	37%	49%	46%	50%
Total	58%	69%	70%	75%
Number and Percent of UG degrees conferred in STEM fields [8]				
UI Number / Percent	588	585	580	655
	36%	35%	33%	33%

University of Idaho Performance Measurement Report

Percent of students participating in service learning opportunities [9] - Number - Percent	2,800 30%	3,800 40%	3,424 35%	3,151 33%
Percent disadvantaged minority [10] - full-time faculty - full-time staff - full-time students	3.2% 4.9% 7.3%	3.5% 6.7% 8.9%	3.7% 7.0% 9.7%	3.3% 7.0% 10.2%

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmarks
UI Goal 1, Objective A Undergraduate average years-to-degree [1]	4.54	4.59	4.46	4.49	*4.50*
UI Goal 1, Objective A Undergraduate certificates and degrees awarded per 100 undergraduate student FTE	18.5	18.2	18.9	21.5	*18.0*
UI Goal 1, Objective B First-year **New Frosh** Retention Rate [2] Full-time: Number / Percent Part-time: Number / Percent	1284 / 1665 =77% 14 / 43 =33%	1416 / 1757 =81% 10 / 23 =44%	1368 / 1718 =80% 8 / 35 =23%	1213 / 1585 =77% 15 / 46 =33%	*83% Peer median*
UI Goal 1, Objective B First-year **New Transfer** Retention Rate [2] Full-time: Number / Percent Part-time: Number / Percent	482 / 614 = 79% 74 / 119 =62%	504 / 640 = 79% 69 / 115 =60%	540 / 696 = 78% 62 / 107 =58%	441 / 565 = 78% 50 / 100 =50%	*Peer median*
UI Goal 1, Objective B Six-Year Graduation Rate [2] UI Rate	56%	55%	51%	56%	*62% Peer Median*
UI Goal 2, Objective A: Grant applications supporting or requiring interdisciplinary activities [3] - Number - Percent	185 20%	164 18%	395 39%	241 25%	*30%*
UI Goal 2, Objective A Expenditures from competitive grants & contracts[4] per full-time instruction and research faculty[5]	$81,532,000 / 634 = 128,599	$87,207,000 / 632 = $145,570	$96,229,000 / 581 = $165,627	$97,227,000 / 635 = $153,113	*$150,000*

University of Idaho Performance Measurement Report

UI Goal 4: Objective B Survey data support a positive experience with culture and climate **Students** –Satisfied with overall experience [6] **Faculty** –Satisfied with job overall [7] **Staff** –Are treated with consideration and respect [8]	96% Not Surveyed Not Surveyed	97% 60% Not Surveyed	97% Not Surveyed Not Surveyed	Available Fall 2013 Not Surveyed 91%	*95%* *75% Public Universities* *88%*
UI Goal 4, Objective C Institution primary reserve ratio comparable to the advisable level of reserves [9]	27%	36%	30%	33%	*40%*
UI Goal 4, Objective C Cost per undergraduate credit hour [10]	$ 186	$ 172	$ 176	NA	*$ 200*
UI Goal 4, Objective C Degree completions per $100,000 in Education and Related expenditures [11]	1.89	2.03	2.00	NA	*2.00*

Footnotes for Profile of Cases Managed and/or Key Services Provided

[1] Summer, Fall and Spring, as reported to SBOE on the PSR-1 Annual Student Enrollment Report. Previous years' values have been adjusted to incorporate the new reporting guidelines (omitting Study Abroad, National Student Exchange, Professional Development and COOP only students).
[2] Based on SBOE PSR-1. FTE = Annual Credits divided by 30 for Undergraduate, 24 for Graduate, 28 for Law. WWAMI is student headcount.
[3] Degrees Awarded counts here do not include our less-than-one-year Academic Certificates.
[4] Only those postsecondary credits are counted which were also counted for credit at the high school level.
[5] Study Abroad and National Student Exchange are coded in the course subject fields.
[6] From UI Remediation report submitted annually to SBOE. (Note: UI does not offer remedial Math).
[7] From the UI web-based, Graduating Senior Survey.
[8] Bachelor's degrees only, as reported to IPEDS. STEM fields using CCA definitions, previous years' values have been adjusted to reflect changing STEM definition.
[9] Number of participating students, as reported by UI Career Center/Service Learning Center, divided by full-time degree seeking student headcount. Prior years' numbers have been adjusted to include all program levels.
[10] Fall Census, US Citizen and Permanent Residents who indicated Hispanic, Black, Native American, Alaskan or Pacific Islander. All four years' data have been revised to conform to the new reporting standards.

Performance Measure Explanatory Notes:

[1] As reported to Complete College America (CCA), average time in years for first-time full-time undergraduates to complete their bachelor's degree, for those who finish in ten years or less (98% do so).
[2] As reported to IPEDS. Each year's rates reflect the percent graduating or returning the fall of the FY specified.
[3] From UI Office of Sponsored Programs, based on an interdisciplinary grant application tracking system.
[4] As reported to NSF annually by the UI Office of Research and Economic Development. Data is for the year prior to the FY indicated, as that is when we report the research dollars and they are not available until late fall.
[5] As reported to IPEDS, for the previous year in order to match the research dollars.
[6] From the UI web-based, Graduating Senior Survey.
[7] From UCLA/HERI National Faculty Survey which is conducted every third or fourth year.
[8] From UI Staff Survey, which is conducted every third year.
[8] As reported by UI Business and Accounting Services, Benchmark based on NACUBO recommendations. Prior years' values have been revised upon review of computations. Values represent calculations for prior fiscal year.

University of Idaho

Performance Measurement Report

[10] Total undergraduate credit hours from EWA divided by undergraduate dollars from Cost of College report *(Recalculated by SBOE staff for Oct. 2013 SBOE meeting).*
[11] All UI degrees awarded per $100,000 of Education and Related expenditures from IPEDS part C Instruction, Student Services and Institutional Support. *(Recalculated by SBOE staff for Oct. 2013 SBOE meeting.)*

Performance Highlights:

1. **High 77% 1st year retention rate for new frosh**, which is the highest in the state.

2. **Nearly $100 million in funding from competitive externally funded grants and contracts.** This represents more than $150,000 per full-time instructional and research faculty member.

3. **High percentage of undergraduate degrees awarded in STEM fields**, 33% in FY2013, highest in the state. STEM=Science, Technology, Engineering & Math – defined according the Complete College America taxonomy.

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BOISE STATE UNIVERSITY

UPDATED FOR FY2015 THROUGH FY2019

MISSION STATEMENT
CORE THEMES
VISION
STRATEGIC PLAN
PORTFOLIO OF STRATEGIC PROJECTS
MAPPING OF STRATEGIC PLAN TO THE SBOE STRATEGIC PLAN
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KEY EXTERNAL FACTORS

Focus on Effectiveness

Mission Statement

Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the community, the state and the nation. As an integral part of its metropolitan environment the university is engaged in professional and continuing education programming, policy issues, and promoting the region's economic vitality and cultural enrichment.

Core Themes

Each core theme describes a key aspect of our mission. A complete description can be accessed at http://academics.boisestate.edu/planning/accreditation-standard-one/.

Undergraduate Education. *Our university provides access to high quality undergraduate education that cultivates the personal and professional growth of our students and meets the educational needs of our community, state, and nation. We engage our students and focus on their success.*

Graduate Education. *Our university provides access to graduate education that addresses the needs of our region, is meaningful in a global context, is respected for its high quality, and is delivered within a supportive graduate culture.*

Research and Creative Activity. *Through our endeavors in basic and applied research and in creative activity, our researchers, artists, and students create knowledge and understanding of our world and of ourselves, and transfer that knowledge to provide societal, economic, and cultural benefits. Students are integral to our faculty research and creative activity.*

Community Commitment. *The university is a vital part of the community, and our commitment to the community extends beyond our educational programs, research, and creative activity. We collaborate in the development of partnerships that address community and university issues. The community and university share knowledge and expertise with each other. We look to the community to inform our goals, actions, and measures of success. We work with the community to create a rich mix of culture, learning experiences, and entertainment that educates and enriches the lives of our citizens. Our campus culture and climate promote civility, inclusivity and collegiality.*

Vision for Strategic Plan

Boise State University aspires to be a research university known for the finest undergraduate education in the region, and outstanding research and graduate programs. With its exceptional faculty, staff and student body, and its location in the heart of a thriving metropolitan area, the university will be viewed as an engine that drives the Idaho economy, providing significant return on public investment.

Focus on Effectiveness: A Strategic Plan for Boise State University
Initially developed for the years 2012-2017
Updated in this document to cover the fiscal years 2015-2019

Goal 1: **Create a signature, high-quality educational experience for all students.**

Objectives:

- Develop the Foundational Studies Program into a memorable centerpiece of the undergraduate experience.
- Provide bountiful opportunities within and across disciplines for experiential learning.
- Facilitate respect for the diversity of human cultures, institutions, and experiences in curricular and co-curricular education.
- Cultivate intellectual community among students and faculty.
- Invest in faculty development, innovative pedagogies, and an engaging environment for learning.

Goal 1: Key Performance Measures	**Recent data**				**Performance Targets**	
					For FY2015	**For FY2019**
% students achieving University Learning Outcomes[1] >Written & oral communication (ULOs 1-2) >Critical inquiry, innovation, teamwork (ULOs 3-4) >Civic & Ethical foundations (ULOs 5-6)	New program: Fall 2012 New program: Fall 2012 New program: Fall 2012				Initial assessment of ULO's 1, 3, 5, 6 in spring 2015 via ePortfolios	90% of graduates rated as "good" or "exemplary"
	2006	**2008**	**2010**	**2012**	**For FY2015**	**For FY2019**
NSSE benchmark measures of student perception of quality of educational experience (as % of urban peer rating; for seniors only):						
>Level of academic challenge	97.1%	97.8%	98.2%	98.5%	100%	100%
>Active and collaborative learning	100.0%	102.0%	96.5%	97.9%	100%	100%
>Student-faculty interaction	93.4%	96.9%	87.0%	90.8%	95%	100%
>Enriching educational experience	99.4%	96.7%	95.9%	93.0%	98%	100%
>Supportive campus environment	93.6%	90.0%	90.1%	88.3%	95%	100%

[1] % of graduating undergraduates who achieve a competency of "exemplary" or "good" for each of ULOs 1-6 (Intellectual foundations and Civic & ethical foundations) and for ULO 7-11 (Disciplinary areas). The ULOs are based on the "LEAP" program of the AAC&U, and are incorporated into our Foundational Studies Program.

Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.

Objectives:

- Identify and remove barriers to graduation.
- Bring classes to students using advanced technologies and multiple delivery formats.
- Design and implement innovative policies and processes that facilitate student success.
- Connect students with university services that address their individual needs.
- Ensure that faculty and staff understand their roles and responsibilities in facilitating student success.

Goal 2: Key Performance Measures	Recent data				Performance Targets	
	FY 2010	FY 2011	FY 2012	FY 2013	For FY2015	For FY2019
Number degree graduates						
>Baccalaureate[2]	2,094	2,411	2,584	2,715	3,010	3,600
(SBOE target for baccalaureate graduates[3])	(1,983)	(2,127)	(2,270)	(2,413)	(2,843)	(3,273)
>Master's and Doctoral	555	652	663	695	765	870
Baccalaureate graduates per 100 FTE enrolled[4]	15.6	17.2	18.4	19.2	20.2	22.0
Dual enrollment [5]						
># credits produced	7,648	9,435	10,770	11,854	13,800	16,500
>># students served	1,602	2,030	2,410	2,666	3,000	3,650
eCampus (Distance Education)						
>Student Credit Hours	47,491	52,590	55,571	60,146	68,000	85,000
>Distinct Students Enrolled	8,381	9,147	9,381	9,787	11,400	13,800
	F2004 cohort	F2005 cohort	F2006 cohort	F2007 cohort	Fall 2009 Cohort	Fall 2012 Cohort
Success and Progress Rate (at six years)[6]						
>First-time, Full-time Freshmen			64%	70%	72%	74%
>Transfer students			75%	74%	78%	81%
6 year graduation of first-time full-time freshman	28%	29%	29%	38%	42%	47%
	F2009 cohort	F2010 cohort	F2011 cohort	F2012 cohort	F2014 cohort	F2017 cohort
1-year retention, first-time full-time freshmen[7]	69%	69%	71%	71%	73%	75%
	2006	2008	2010	2012	For FY2015	For FY2019
NSSE student rating of administrative offices (as % of urban peer average score)	98.4%	94.5%	97.1%	96.9%	100%	100%

[2] Distinct graduates summed over summer, fall, and spring terms.
[3] Number in parentheses is the SBOE target for the # of baccalaureate graduates as per PPGA agenda materials, August 12, 2012, Tab 10 page 3.
[4] Student FTE is based on degree seeking undergraduate students. 10th day count is used. Calculated as # of FT students plus 1/3 # PT students (as is done by IPEDS).
[5] Dual enrollment credits and students are measures of activity that occur over the entire year at multiple locations using various delivery methods. When providing measures of this activity, counts over the full year (instead of by term) provide the most complete picture of the number of unduplicated students that are enrolled and the number of credits earned.
[6] "Success and Graduation Rate" is used by the Voluntary System of Accountability to provide a more comprehensive view of progress and attainment than can be provided by measures such as the 6-year graduation rate or the 1-year retention rate. The rate equals the total percent of students who fall into one of the following groups: graduated from or are still enrolled at Boise State, graduated elsewhere, or are still enrolled elsewhere.
[7] Retention for the Fall 2009 cohort is measured as the percent of the Fall 2009 cohort of first time, full-time baccalaureate-seeking freshmen that return to enroll in Fall of 2010.

Goal 3: Gain distinction as a doctoral research university.

Objectives:

- Recruit, retain, and support highly qualified faculty, staff, and students from diverse backgrounds.
- Identify and invest in select areas of excellence with the greatest potential for economic, societal, and cultural benefit.
- Build select doctoral programs with a priority in professional and STEM disciplines.
- Build infrastructure to keep pace with growing research and creative activity.
- Design systems to support and reward interdisciplinary collaboration.

Goal 3: Key Performance Measures	Recent data				Performance Targets	
	FY 2010	FY 2011	FY 2012	FY 2013	For FY2015	For FY2019
Total Research & Development Expenditures (as reported to the National Science Foundation)	$18.7M	$24.2M	$27.9M	$25.7M	$27.5 M	$37.5 M
Number of doctoral graduates (PhD and EdD)	8	11	11	11	25	35
New doctoral programs	No new doctoral programs	No new doctoral programs	Fall 2012 start: PhD Biomol-ecular Science; PhD Material Science & Engineering; EdD Educational Technology	Fall 2013 start: Doctor of Nursing Practice; PhD in Public Policy	PhD in Ecology, Evolution, & Behavior	EdD Athletic Training Program Administration
	CY 2006-10	CY 2007-11	CY 2008-12	CY 2009-13	For CY 2010-14	For CY 2014-17
Number of peer-reviewed publications over 5-year period[8]	1,079	1,176	1,228	1,351	1,650	2,200
	CY 2006-10	CY 2007-11	CY 2008-12	CY 2009-13	CY2014	CY2017
Citations of publications by Boise State authors over five year span[9]	3,874	4,662	4,762	6,662	8,000	11,000

[8] # of publications over five year span with Boise State listed as an address for one or more authors; from Web of Science.
[9] Annual total citations of peer-reviewed publications, published in any year, with Boise State listed as an address for at least one author. From Web of Science. http://library.boisestate.edu/researchindicators/index.php

Goal 4: Align university programs and activities with community needs.

Objectives:

- Include community impact in the creation and assessment of university programs and activities.
- Leverage knowledge and expertise within the community to develop mutually beneficial partnerships.
- Collaborate with external partners to increase Idaho students' readiness for and enrollment in higher education.
- Increase student recruitment, retention, and graduation in STEM disciplines.
- Evaluate our institutional impact and effectiveness on a regular basis and publicize results.

Goal 4: Key Performance Measures	Recent data				Performance Targets	
	FY 2010	FY 2011	FY 2012	FY 2013	For FY2015	For FY2019
Number of graduates with high impact on Idaho's college completion rate						
Baccalaureate graduates traditionally underrepresented groups >from rural counties >from ethnic minorities[10]	 67 171	 89 190	 90 213	 101 238	 120 300	 170 400
Baccalaureate graduates who are Idaho residents	1,867	2,188	2,264	2,317	2,550	3,100
Baccalaureate graduates who started as Idaho community college transfers	125	177	173	234	325	500
Number of graduates in high demand disciplines (bachelor's, master's, doctoral)[11]	861	1,000	1,082	1,020	1,200	1,450
Number of STEM graduates (bachelor's, STEM education, master's, doctoral)[12]	311	375	407	452	550	750
# of employers listing career-level jobs with BroncoJobs	581	623	832	834	950	1,100
Students Participating in Courses with Service Learning Component	2,414	2,577	2,648	2,398	2,775	3,000
# of students requiring remedial coursework[13]	282	262	201	202	177	100
Carnegie Foundation Community Engagement Classification recognizing community partnerships and curricular engagement	Boise State was one of 76 recipients of the 2006 inaugural awarding of this designation					Renewal application submitted April 2014

[10] Distinct number of graduates who began college as members of one or more in the following groups traditionally underrepresented as college graduates: (i) from a rural county in Boise State's service area and (ii) identified as American Indian/Alaska Native or Hispanic/Latino

[11] Defined as distinct number of graduates in those disciplines appropriate for the top 25% of jobs listed by the Idaho Department of Labor, based on projected # of openings 2008-2018.

[12] STEM refers to Science, Technology, Engineering, and Math. We define STEM disciplines as being included in either or both of the NSF-defined list of STEM disciplines and the NCES-defined list of STEM disciplines. We also include STEM secondary education graduates.

[13] Includes all new Idaho students who have been out of high school 1 year or less needing to complete remedial coursework.

Goal 5: Transform our operations to serve the contemporary mission of the university.

Objectives:

- Reinvent our academic and business practices to improve service and efficiency.
- Simplify or eliminate policies and regulations that waste effort and resources.
- Invest in faculty and staff to develop key competencies and motivate top performance.
- Break down silos that inhibit communication, collaboration and creativity.
- Provide widespread and timely access to reliable and understandable data, and use it to drive decision-making across the university.
- Build an infrastructure to encourage and accommodate external funding, philanthropic support, private-sector relationships, and a diversity of funding models.
- Develop and implement a model for resource allocation that supports strategic goals and promotes innovation, effectiveness, and responsible risk-taking.

Strategic Plan Key Performance Measures		**Recent data**				**Performance Targets**	
		FY 2011	**FY 2012**	**FY 2013**	**FY 2014**	**For FY2015**	**by 2017**
Cost of education (resident undergrad with 15-cr load; tuition & fees per semester)	Boise State> WICHE average>	$2,650	$2,783	$2,942	$3,146 $3,943	Remain less than the WICHE state average	Remain less than the WICHE state average
	CPI adjusted?	**FY2010**	**FY 2011**	**FY 2012**	**FY 2013**	**For FY 2014**	**by 2017**
Operational Investment per EWA Weighted Credit Hour[14]	***In 2010 $$>*** Unadjusted>	***$155.46*** *$155.46*	***$149.81*** *$154.54*	***$155.86*** *$164.11*	***$162.86*** *$173.99*	No increase in Consumer Price Index (CPI) adjusted $$	No increase in CPI adjusted $$
Instructional Investment per EWA Weighted Credit Hour	***In 2010 $$>*** Unadjusted>	***$98.25***$ 98.25	***$97.23***$ 100.30	***$97.53***$ 102.69	***$100.43*** $107.29	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Operational Investment per Degree Graduate (bachelor's and above)	***In 2010 $$>*** Unadjusted>	***$50,779*** $50,779	***$45,496*** $46,931	***$42,719*** $44,980	***$43,305*** $46,264	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Instructional Investment per Degree Graduate (bachelor's and above)	***In 2010 $$>*** Unadjusted>	***$32,091*** $32,091	***$29,530*** $30,462	***$26,730*** $28,145	***$27,102*** $28,954	No increase in CPI adjusted $$	No increase in CPI adjusted $$
Certificates and Degrees Awarded per $100,000 (bachelor's and above)	***Calculated using 2010 $$>*** Unadjusted>	***2.68*** 2.68	***2.98*** 2.89	***3.13*** 2.97	***3.06*** 2.86	Maintain or increase in the CPI adjusted ratio	Maintain or increase in the CPI adjusted ratio
Degree Graduates per $100,000 (bachelor's and above)	***Calculated using 2010 $$>*** Unadjusted>	***2.28*** 2.28	***2.62*** 2.54	***2.79*** 2.65	***2.78*** 2.60	Maintain or increase in the CPI adjusted ratio	Maintain or increase in the CPI adjusted ratio

[14] Cost data from audited financial reports. Operational Cost includes costs for instruction, academic support (including libraries), and institutional support (including student services); excludes research and other non-instructional and support costs. Instructional cost includes only cost of instruction. Credit hours weighted according to EWA formulae. Distinct number of graduate from degree programs, baccalaureate and above; certificates not included.

Project Portfolio: University-wide Projects

Implementation of the university's strategic plan *Focus on Effectiveness* involves University-wide projects and Divisional and unit-level projects.

One of the nine university-wide projects that were proposed and approved for funding was "Adopt Leading-Edge Pedagogy and Learning Environments at the Program Level." A request for proposals yielded twelve proposals, and four were chosen to receive funding totaling $300,000.

- "Transform first year STEM Learning" is focusing on first year math, physics, and engineering courses and the acquisition of critical skills: the ability to learn to solve problems, to network with other students, to seek help, to manage time, and to accomplish out of class work. For example, the traditional lecture-driven pedagogy of first and second semester calculus courses is being replaced by a mix of short lectures and group problem solving; the content of those courses will be focused to a greater extent on applications.
  - Importantly, this project was leveraged into a $2,000,000, 3-year grant from NSF's WIDER program (Widening Implementation & Demonstration of Evidence-Based Reforms); the grant is entitled "Promoting Educational Reform through Strategic Investments in Systemic Transformation."
- "Engaging Students across the Mechanical Engineering Curriculum" is transforming the way in which the Department of Mechanical & Biomedical Engineering is educating its 600+ bachelor's degree majors. Pedagogy in 12 of 14 courses core to the major is being transformed by the incorporation of three categories of activities: (i) activities that focus on engaging students in the curriculum, including active learning techniques, student presentation of lectures, and use of everyday examples of engineering, (ii) activities that provide alternatives to traditional lectures, such as hybrid course delivery and remedial online resources, and (iii) activities that focus on development of professional engineering skills, such as team design projects, and problem/project based learning.
- The "Master of Community and Regional Planning" initiative is introducing a strong applied research component into the curriculum, bringing the professional planning community into the classroom for active dialog with students. The initiative is also (i) restructuring the curriculum of the program around four core themes (planning approaches, place & perspective, implementation & forecasting, and strategic planning), (ii) using "integration" courses and capstone courses to tie those themes together and to address broad issues relevant to professional planners such as professional ethics, social justice, data and research, leadership, and professionalism.
- "Mathematics Consulting Teacher Endorsement Graduate Certificate Program Transformation" is scaling up the capacity and the geographical reach of the program to meet the needs of the hundreds of individuals from across the state that have indicated interest in the program. Two solutions are being used to accomplish this scale up. First, a hybrid delivery platform is being developed that will maintain the socio-cognitive pedagogical approach that is central to the content and structure of the program while at the same time making it convenient for teachers beyond the Treasure Valley to participate. Second, two highly-trained course instructors are being developed through an intensive apprenticeship model; the goal is that those individuals would eventually be hired as clinical faculty members to teach, manage, and further develop the program.

Boise State University Strategic Plan: ***Focus on Effectiveness***
Revision submitted to OSBE May 30, 2014

Mapping of Boise State University's Strategic Plan onto the SBOE Strategic Plan					
Boise State Strategic Goals→ → **↓SBOE Strategic Goals↓**	***Goal 1: Create a signature, high-quality education experience for all students***	***Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.***	***Goal 3: Gain distinction as a doctoral research university***	***Goal 4: Align university programs and activities with community needs.***	***Goal 5: Transform our operations to serve the contemporary mission of the university.***
Goal 1: A well-educated citizenry					
Objective A: Access- Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.		✓		✓	
Objective B: Higher level of educational attainment - Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.		✓		✓	
Objective C: Adult learner re-Integration - Improve the processes and increase the options for re-integration of adult learners into the education system.		✓		✓	
Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.	✓	✓	✓	✓	
Goal 2: Critical Thinking and innovation					
Objective A: Critical Thinking, Innovation and Creativity – Increase research and development of new ideas into solutions that benefit society.	✓		✓	✓	✓
Objective B: Quality Instruction - Increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.			✓	✓	✓
Goal 3: Effective and Efficient Delivery Systems					
Objective A: Cost Effective and Fiscally Prudent - Increased productivity and cost-effectiveness.		✓		✓	✓
Objective B: Data-informed Decision Making- Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.				✓	✓

Boise State University Strategic Plan: ***Focus on Effectiveness***
Revision submitted to OSBE May 30, 2014

Mapping of Boise State University's Strategic Plan onto the Complete College Idaho Plan					
Boise State Strategic Goals→ → ↓Complete College Idaho Strategic Goals↓	***Goal 1: Create a signature, high-quality education experience for all students***	***Goal 2: Facilitate the timely attainment of educational goals of our diverse student population.***	***Goal 3: Gain distinction as a doctoral research university***	***Goal 4: Align university programs and activities with community needs.***	***Goal 5: Transform our operations to serve the contemporary mission of the university.***
STRENGTHEN THE PIPELINE					
Ensure College and Career Readiness		✓		✓	
Develop Intentional Advising Along the K-20 Continuum that Links Education with Careers		✓			
Support Accelerated High School to Postsecondary and Career Pathways		✓			
TRANSFORM REMEDIATION					
Clarify and Implement College and Career Readiness Education and Assessments		✓			
Develop a Statewide Model for Transformation of Remedial Placement and Support		✓			
Provide three options: Co-requisite , Emporium , or Accelerated		✓			
STRUCTURE FOR SUCCESS					
Communicate Strong, Clear, and Guaranteed Statewide Articulation and Transfer Options		✓			
REWARD PROGRESS & COMPLETION					
Establish Metrics and Accountability Tied to Institutional Mission					✓
Recognize and Reward Performance		✓			✓
Redesign the State's Current Offerings of Financial Support for Postsecondary Students		✓			✓
LEVERAGE PARTNERSHIPS					
Strengthen Collaborations Between Education and Business/Industry Partners				✓	
College Access Network				✓	
STEM Education			✓	✓	

Key External Factors

A wide variety of factors affect Boise State University's ability to implement our strategic plan. Here we present three factors that we regard as impediments to progress and that can be influenced by the state government and its agencies.

Lack of funding of Enrollment Workload Adjustment. Although a mechanism exists to help Boise State University accommodate enrollment increases, that mechanism is not implemented regularly. As a result, substantial differences in appropriated funding per student remain.

Administrative Oversight. Boise State University is subject to substantial administrative oversight through the State of Idaho Department of Administration and other Executive agencies. Significant operational areas subject to this oversight include capital projects, personnel and benefit management, and risk and insurance. The additional oversight results in increased costs due to additional bureaucracy and in decreased accountability because of less transparency in process. The current system places much of the authority with the Department of Administration and the other agencies, but funding responsibility and ultimate accountability for performance with the State Board of Education and the University. As a result, two levels of monitoring and policy exist, which is costly, duplicative, and compromises true accountability. In 2010, the state legislature passed legislation that exempted the University, under certain conditions, from oversight by the State's Division of Purchasing. As a result, the university has streamlined policy and procedure and has gained substantial efficiencies in work process and in customer satisfaction, while at the same time maintaining the integrity of the purchasing process. Additional relief from administrative oversight in other areas should produce similar increases in efficiency and customer satisfaction.

Compliance. Increases in state and federal compliance requirements are a growing challenge in terms of cost and in terms of institutional effectiveness and efficiency.

Idaho State University Strategic Plan

Mapping Our Future:
Leading in Opportunity and Innovation

2015-2019

Idaho State University
Strategic Plan
2015-2019

Vision: Leading in Opportunity and Innovation

Mission

The mission of Idaho State University is to advance scholarly and creative endeavor through the creation of new knowledge, cutting-edge research, innovative artistic pursuits and high-quality academic instruction; to use these achievements to enhance technical, undergraduate, graduate, and professional education, health care services, and other services provided to the people of Idaho and the nation; and to develop citizens who will learn from the past, think critically about the present, and provide leadership to enrich the future in a diverse, global society.

Idaho State University is a public research institution which serves a diverse population through its broad educational programming and basic, translational, and clinical research. Idaho State University serves and engages its communities with health care clinics and services, professional technical training, early college opportunities, and economic development activities. The University provides leadership in the health professions and related biomedical and pharmaceutical sciences, as well as serving the region and the nation through its environmental science and energy programs.

STRATEGIC PLAN GOALS AND OBJECTIVES

Goal 1: LEARNING AND DISCOVERY – Idaho State University promotes an environment that supports learning and discovery through the many synergies that exist among teaching, learning, research and scholarly activities.

Objective 1.1 ISU provides a rich learning environment, in and out of the classroom.

Performance Measures

1.1.1 Number of online course sections offered.
1.1.2 Number of students participating in Career Path Internships.
1.1.3 Number of high school students participating in ISU dual credit courses.

Benchmarks:

1.1.1 900 course sections
1.1.2 600 CPI students
1.1.3 1,800 dual credit students

Objective 1.2 ISU provides a dynamic curriculum to ensure programs are current, relevant, and meet student and workforce needs.

Performance Measure:

1.2.1 Number of certificate and degree programs begun/expanded/revised; and number of certificate and degree programs discontinued.

Benchmark:

1.2.1 Number of new programs approximately equal to number of programs discontinued.

Objective 1.3 Undergraduate and graduate students participate in undergraduate teaching.

Performance Measures

1.3.1 Number of graduate assistantships and fellowships with teaching responsibilities.

1.3.2 Number of students employed as English, math, and content area tutors.

Benchmarks:

1.3.1 Increase graduate teaching assistants by 10 over the next 3 years.

1.3.2 Maintain adequate numbers of tutors to meet student need.

Objective 1.4 Undergraduate and graduate students engage in research and creative/scholarly activity.

Performance Measures

1.4.1 Number of students employed to work with a faculty member on research/creativity activities.

1.4.2 Number of students who participate each year in ISU's research symposia.

Benchmarks:

1.4.1 Increase by 3% per year for next five years.

1.4.2 Increase to 250 students per year.

Objective 1.5 The core faculty is actively engaged in research and creative/scholarly activity.

Performance Measures

1.5.1 Faculty scholarly productivity, as demonstrated by the number of publications, juried shows, exhibits, performances, and other scholarly activities.

1.5.2 Number of proposals submitted for external funding, number funded, and total amount of funding received.

Benchmarks:

1.5.1 This is a new performance measure; data will be obtained from Activity Insight, to be implemented fall 2013 (this is an electronic curriculum vitae and workload program).

1.5.2 Increase the number of proposals submitted, number funded and total amount of funding by 3% per year for next 5 years.

Objective 1.6 Graduates of ISU's programs are well prepared to enter the workforce and/or continue their education at the graduate and professional levels.

Performance Measures

1.6.1 Pass rates on professional licensure and certification exams.

1.6.2 Placement rates of graduates from academic, professional, and professional-technical programs.

Benchmarks:

1.6.1 Maintain pass rates at or above the national averages for each program where national data are available.

1.6.2 Maintain placement rates at or above the national averages for each program where national data are available.

Goal 2: ACCESS AND OPPORTUNITY – Idaho State University provides diverse opportunities for students with a broad range of educational preparation and backgrounds to enter the University and climb the curricular ladder so that they may reach their intellectual potential and achieve their educational goals.

Objective 2.1 Support services provided to enhance retention are utilized by students.

Performance Measures

2.1.1 Number of face-to-face advising contacts provided to undergraduate students by the central academic advising office.
2.1.2 Number of full-time freshmen students who participate in First Year Seminar and ACAD courses.
2.1.3 Average amount of need-based and merit-based financial aid/scholarships awarded to students.
2.1.4 Number of hours the content area tutoring, math and writing centers are utilized.

Benchmarks:

2.1.1 Maintain sufficient access to Central Academic Advising.
2.1.2 Increase to 50% over the next 3 years.
2.1.3 To be determined (based on changes in federal and state financial aid/scholarship programs).
2.1.4 To be determined (based on SBOE changes to the remedial education delivery models).

Objective 2.2 Students' progression from initial enrollment to graduation is monitored, and efforts to increase enrollment, retention and completion are in place (e.g., targeted recruitment, optimal scheduling of courses, early warning system to help students in need, etc.).

Performance Measures (red text indicates 2013-2014 SBOE-required measures for all institutions)

2.2.1 Average time to degree completion by college for full-time and part-time students.
2.2.2 Retention rates from freshman to sophomore and sophomore to junior years, for full-time and part-time students.
2.2.3 Cost per weighted credit hour to deliver undergraduate education.
2.2.4 Completion of undergraduate certificates (1 year or greater) and degrees per $100,000 of education and related spending (i.e., full cost of instruction and student services, plus the portion of institutional support and maintenance assigned to instruction).
2.2.5 Total degree production (split by undergraduate/graduate).
2.2.6 Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).
2.2.7 Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission).

Benchmarks:

2.2.1 Positively impact time to degree by 5% over next 3 years.
2.2.2 Positively impact retention rates by 5% over next 3 years.
2.2.3 Positively impact by 5% over next 3 years.
2.2.4 Positively impact this ratio by 5% over next 3 years.
2.2.5 Increase undergraduate and graduate awards by 5% over the next 3 years.
2.2.6 Positively impact this ratio by 5% over next 3 years.
2.2.7 Increase retention rate to 75% over the next 3 years.

Objective 2.3 Students who require remedial coursework are successful in completing their

certificate or degree programs.

Performance Measures

2.3.1 Percent of students who successfully complete required remedial courses.

2.3.2 Retention rates (fall to fall) of students who complete remedial courses.

Benchmarks:

2.3.1 To be determined based on changes to be made by the SBOE on remediation delivery models.

2.3.2 Increase retention rate to 70% over the next 3 years.

Objective 2.4 Students who enter with college credits earned while in high school (dual credit) are successful in completing their certificate or degree programs.

Performance Measures

2.4.1 Total number of students enrolled in ISU's Early College program, and total number of credits earned.

Benchmark:

2.4.1 Increase total number of students (unduplicated headcount) to 1,800, and increase total student credit hours generated to 10,800 over the next 3 years.

Objective 2.5 Students participate in community and service learning projects and activities, student organizations, and learning communities.

Performance Measures

2.5.1 Number of student organizations, and annual number of students participating in those organizations.

Benchmarks:

2.5.1 Increase number of students participating in student organizations to 4,500 over next 3 years.

Goal 3 THREE: LEADERSHIP IN THE HEALTH SCIENCES – Idaho State University values its established leadership in the health sciences with primary emphasis in the health professions. We offer a broad spectrum of undergraduate, graduate, and postgraduate training. We deliver health-related services and patient care throughout the State in our clinics and postgraduate residency training sites. We are committed to meeting the health professions workforce needs in Idaho. We support professional development, continuing education, and TeleHealth services. We are active in Health Sciences research.

Objective 3.1 A broad array of health professions certificate and degree programs are offered, many statewide.

Performance Measures

3.1.1 Number of certificate and degree programs offered, and number of students enrolled, in ISU's health professions programs.

3.1.2 Percent of graduates of ISU health professions programs who obtain employment in Idaho.

3.1.3 Pass rates on clinical licensure and certification exams in the health professions.

Benchmarks:

3.1.1 Maintain number of health professions programs offered, and maintain enrollments at or near program capacity.

3.1.2 To be determined (Data to be obtained in the future from the State Longitudinal Data System (SLDS).
3.1.3 Maintain pass rates at or above the national averages, where national data is available.

Objective 3.2 ISU serves the State, the public, and its health professions students through its clinics and other community health venues.

Performance Measures
3.2.1 Number of patient visits to ISU clinics and clinical services.
3.2.2 Number of people served by ISU's community health fairs and screening events.

Benchmarks:
3.2.1 Number of patient visits will increase by 5% over the next 3 years.
3.2.2 Number of people attending these events will increase by 5% over the next 3 years.

Objective 3.3 ISU faculty and students engage in basic, translational, and clinical research in the health sciences.

Performance Measures
3.3.1 Number of faculty engaged in research in the health and biomedical sciences.
3.3.2 Amount of external funding received for health-related and biomedical research.
3.3.3 Number of students participating in clinical research/scholarly activity as part of their degree program.

Benchmarks:
3.3.1 Increase to 40 faculty over the next 3 years.
3.3.2 Funding will increase by 3% per year over the next 3 years.
3.3.3 Increase to 750 students over the next 3 years.

Goal 4: COMMUNITY ENGAGEMENT AND IMPACT – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region, and benefits the economic health, business development, environment, and arts and culture in the communities it serves.

Objective 4.1 ISU directly contributes to the economic well-being of the State, region, and communities it serves.

Performance Measure:
4.1.1 Total economic impact of the University.

Benchmark:
4.1.1 Total economic impact will increase by 5% over the next 5 years.

Objective 4.2 Campus resource conservation efforts have been initiated; and students and faculty conduct research in the areas of environment and in energy to benefit the State.

Performance Measure:
4.2.1 Resource conservation efforts initiated.

Benchmark:
4.2.1 ISU's efforts to conserve campus resources will continue to be developed.

Objective 4.3 ISU participates in formal and informal partnerships with other entities and stakeholders.

Performance Measure:

4.3.1 Number of active ISU partnerships, collaborative agreements, and contracts with public agencies and private entities.

Benchmark:

4.3.1 Number of partnerships, collaborative agreements, and contracts will increase by 5% over the next 5 years.

Goal 5: STEWARDSHIP OF INSTITUTIONAL RESOURCES – The University has policies and procedures in place to ensure the effective and efficient use of its internal resources to address its infrastructure requirements and to meet the needs of its various constituent groups.

Objective 5.1 The institutional reserves meet the Board's expectations based on best practices.

Performance Measures:

5.1.1 Level of Institutional reserves as a percent of total operating budget.

Benchmark:

5.1.1 The institution maintains or exceeds reserves of 5% of total budget.

Objective 5.2 The institution continually assesses and periodically reviews its utilization of resources.

Performance Measure:

5.2.1 Number of academic, co-curricular, and non-academic program/unit reviews completed each year.

Benchmark:

5.2.1 All academic, co-curricular, and non-academic programs/units will be reviewed at least once every five years.

Key External Factors
(BEYOND DIRECT CONTROL OF IDAHO STATE UNIVERSITY)

Funding

Many Idaho State University strategic goals and objectives assume on-going and sometimes substantive additional levels of State legislative appropriations. Availability of state revenues, upon which appropriation levels depend, can be uncertain from year to year. Similarly, while gubernatorial and legislative support for ISU efforts are significant, priorities set by those bodies vary from year to year, affecting planning for institutional initiatives and priorities. When we experience several successive years of deep reductions in state appropriated funding, as has occurred in the recent past, it makes it increasingly difficult to plan for and implement strategic growth.

Legislation/Rules

Beyond funding considerations, many institutional and SBOE policies are embedded in state statute and are not under institutional control. Changes to statute desired by the institution are accomplished according to state guidelines. Proposed legislation, including both one-time and ongoing requests for appropriated funding, must be supported by the Governor, gain approval in the germane legislative committees, and pass both houses of the Legislature.

The recent directives related to creation of the Student Longitudinal Data System, revision of general education and remedial education, common core standards, Smarter Balance Assessment, Complete College America/Idaho, the 60% Goal, zero-based budgeting, performance-based funding, and the additional financial and institutional research reporting requirements have required the reallocation of staff resources and time and effort to comply.

Institutional and Specialized Accreditation Standards

The Northwest Commission on Colleges and Universities (NWCCU), our regional accreditation body, recently initiated a new 7-year review cycle and a set of new standards. Similarly, the specialized accrediting bodies for our professional programs periodically make changes to their accreditation standards and requirements, which we must address.

ISU has the largest number of degree programs with specialized accreditation among the state institutions, which significantly increases the workload in these programs due to the requirements for data collection and preparation of periodic reports. The programs in the health professions are reliant on the availability of clerkship sites in the public and private hospitals, clinics, and medical offices within the state and region. The potential for growth in these programs is dependent on maintaining the student to faculty ratios mandated by the specialized accrediting bodies, as well as the availability of a sufficient number of appropriate clerkship sites for our students.

Federal Government

A great deal of educational and extramural research funding for ISU and the SBOE is provided by the federal government. Funding is often tied to specific federal programs and objectives, and therefore can greatly influence both education policy and extramurally-funded research agendas at the state and the institutional levels. The recent decrease in funding for Pell Grants has had a negative impact on need-based financial aid for our students. The impact of the sequestration-mandated federal budget reductions initiated in early 2013 will likely have a negative impact on higher education.

Local/Regional/National/Global Economic Outlook

Conventional wisdom has long tied cyclic economic trends to corresponding trends in higher education enrollments. While some recent factors have caused this long relationship to be shaken in terms of funding students have available for higher education, in general the perceived and actual economic outlooks experienced by students continues to affect both recruitment into our colleges and universities as well as degree progress and completion rates. A greater proportion of our students must work and therefore are less able to complete their education in a timely manner.

ISU FY 2015-2019 Strategic Plan (Rev. 06-02-14)

		ISU STRATEGIC PLAN GOALS				
		Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
	GOAL 1: A WELL EDUCATED CITIZENRY	✓	✓	✓	✓	
STATE BOARD OF EDUCATION OBJECTIVES & MEASURES FOR HIGHER EDCATION	**Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.** - **Postsecondary student enrollment by race/ethnicity/gender as compared against population.**	✓	✓			
	Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system. - **Percent of high school students enrolled and number of credits earned in duel credit.** - **Percent of first-year full-time freshmen returning for second year.** - **Number of postsecondary unduplicated students receiving awards (Associate, bachelor's, master's, doctoral degrees) each year.**	✓	✓	✓		
	Improve the processes and increase the options for re-integration of adult learners into the education system. - **Number of bridge programs.** - **Number of adults enrolled in upgrade and customized training.** - **Percent of first-year part-time freshmen returning for second year.**	✓	✓		✓	
	Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workplace. - **Number of degrees conferred in STEM fields.** - **Percent of students participating in internships.** - **Percent of students participating in undergraduate research.**	✓	✓	✓	✓	✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

ISU FY 2015-2019 Strategic Plan (Rev. 06-02-14)

STATE BOARD OF EDUCATION OBJECTIVES & MEASURES FOR HIGHER EDUCATION	ISU STRATEGIC PLAN GOALS				
	Learning and Discovery.	Access and Opportunity.	Leadership in the Health Sciences.	Community Engagement and Impact.	Stewardship of Institutional Resources.
GOAL 2: CRITICAL THINKING AND INNOVATION	✓	✓	✓	✓	
Increase research and development of new ideas into solutions that benefit society. - Institution expenditures from competitive Federally funded grants. - Institution expenditures from competitive industry funded grants. - Number of sponsored projects involving the private sector. - Total amount of research expenditures.	✓		✓		✓
Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff. - Percent of first-time students from public institution teacher training programs that pass the Praxis II	✓				
GOAL 3: EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS	✓	✓	✓		✓
Increase productivity and cost-effectiveness. - Cost per successfully completed weighted student credit hour. - Average net cost to attend public 4 year institution. - Average number of credits earned at completion of a degree program. - Institutional reserves comparable to best practice.	✓	✓	✓		✓
Increase the quality, thoroughness, and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system. - Develop P-20 workforce longitudinal data system with the ability to access timely and relevant data.					✓

✓ Indicates the specific SBOE's Goals and Objectives that are supported by ISU's Strategic Plan.

Idaho State UNIVERSITY

Strategic Plan Performance Measure Data FY 2009 – FY 2013

*Notes: Data are presented where available. The university implemented a new enterprise resource planning (ERP) system in 2010. Comparable data from the legacy system may not be available for some measures.

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
Goal 1: Learning & Discovery							
1.1 ISU provides a rich learning environment	# online course sections	381	519	614	727	849	900 course sections
	# students in CPI program			241	583	651	600 CPI students
	# dual credit students	1,434	1,559	1,434	1,668	1,914	1,800 dual credit students
1.2 ISU provides a dynamic curriculum	# new, expanded programs/degrees # programs/degrees discontinued		New programs / degrees: 10 Terminated programs/degrees: 10	New programs / degrees: 3 Terminated programs/degrees: 17	New programs / degrees: 2 Terminated programs/degrees: degrees: 2	New programs / degrees: 8 Terminated programs/degrees: degrees: 14	# new/expanded programs/ degrees in balance with # of programs/degrees closed
1.3 Students participate in undergraduate teaching	# teaching GTAs/Fellowships		75	74	75	112	Increase by 10 over next 3 years
	# English, math, content area student tutors			191	112	141	Maintain adequate number of student tutors to meet need
1.4 Students engage in research/creative activities	# students employed to work with faculty on research projects			385	413	372	Increase by 3% per year for next 5 years

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
	# students participating in research symposia		139	134	160	142	250 students per year
1.5 Core faculty engaged in research/creative activity	# Faculty scholarly productivity output					177 publications, 541 presentations, 147 artistic performances and exhibits	New measure in FY 2013. Data from Activity Insight (electronic CV).
	# proposals submitted for funding # proposals funded Amount of funding awarded		398 Proposals 282 Funded $37.1M Awarded	377 Proposals 244 Funded $36.3M Awarded	378 Proposals 287 Funded $30.6M Awarded	360 Proposals 217 Funded $23.9M Awarded	Increase amount of funding by 3% per year for next 5 years
1.6 Graduates prepared to enter workforce or advanced education	Pass rates on licensure/ certification exams					See Appendix A	Maintain pass rates at or above national averages
	Placement rates of graduates					See Appendix B	Maintain placement rates at or above national averages
Goal 2: Access and Opportunity							
2.1 Support services provided to enhance retention are utilized by students	# of student contacts with a central advisor		7,327	7,737	7,171	8,436	Maintain sufficient access to Central Academic Advising
	% of full-time freshmen participating in First Year Seminar, and/or ACAD courses			28.7%	31.5%	31.5%	Increase to 50% or more over the next 3 years
	Average amount of need-based and merit-based financial aid/scholarships awarded		Average grant aid $4,086 / Average loan amount $5,511	Average grant aid $4,951 / Average loan amount $6,608	Average grant aid $5,011 / Average loan amount $6,242	Average grant aid $5,226/ Average loan amount $6,033	To be determined (with changes in federal and state financial aid programs)
	# of hours of content area tutoring, math and writing centers			21,409	22,576	20,683	To be determined (impact of SBOE changes to remedial delivery models unknown)

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
2.2 Student's progression to graduation	Average time to degree for full-time and part-time undergraduate students by college					See Appendix C	Positively impact by 5% over next 3 years
	Retention rates from freshman to sophomore, and sophomore to junior years, for full-time and part-time students					See Appendix D	Positively impact retention rates by 5% over next 3 years
	Cost per weighted credit hour to deliver undergraduate education	$208.50	$185.94	$184.02	$187.67	$197.44	Positively impact by 5% over next 3 years
	Completion of undergraduate certificates/degrees per $100,000 of education and related spending	1.83	1.96	2.02	1.98	2.00	Positively impact this ratio by 5% over next 3 years.
	Total degree production (split by undergraduate/graduate)	UG: 1,531 GR: 504 Total: 2,035	UG: 1,574 GR: 571 Total: 2,145	UG: 1,608 GR: 547 Total: 2,155	UG: 1,644 GR: 635 Total: 2,279	UG: 1,709 GR: 634 Total: 2,343	Increase undergraduate and graduate awards by 5% over the next 3 years.
	Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate)			Undergraduate: 1,559 : 10.8% Graduate: 548 : 19.9%	Undergraduate: 1,577 : 9.8% Graduate: 631 : 20.2%	Undergraduate: 1,626 : 10.0% Graduate: 631 : 22.7%	Positively impact this ratio by 5% over next 3 years.
	Total full-time new and transfer students that are retained or graduate the following year.			Total: 1,819 Retained: 1,172 64.4%	Total: 1,987 Retained: 1,266 63.7%	Total: 1,826 Retained: 1,262 69.1%	Increase retention rate to 75% over the next 3 years.
2.3 Students who require remedial coursework are successful in completing their degree	% of students who successfully complete required remedial courses			58.2%	63.1%	56.6%	To be determined (based on changes to be made by the SBOE on remediation delivery models)

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
	Retention rate of students who complete remedial courses (fall-to-fall)			42.4%	68.5%	69.8%	Increase retention rate to 70% over the next 3 years
2.4 Students who enter college with dual credit are successful	# students enrolled in ISU's early college program; # credits earned while in high school	1,434 students 8,276 credit hours	1,588 students 9,306 credit hours	1,434 students 8,644 credit hours	1,669 students 10,453 credit hours	1,914 students 11,438 credit hours	Increase to 1,800 students and 10,800 credits in the next 3 years
2.5 Students participate in community and service learning projects, activities, etc.	# student organizations, and # students participating in those organizations	140 organizations 3,377 students	137 organizations 3,852 students	142 organizations 3,238 students	143 organizations 4,191 students	148 organizations 4,273 students	Increase participation to 4,500 students over the next 3 years
Goal 3: Leadership in the Health Sciences							
3.1 A broad array of health professions programs offered	# certificate and degree programs offered, and # of students enrolled			Programs: 30 Enrollment: 3,377	Programs: 34 Enrollment: 3,622	Programs: 34 Enrollment: 3,619	Maintain number of health professions programs offered, and maintain enrollments at or near program capacity.
	% of graduates who are employed in Idaho						Data to be obtained in the future from the State Longitudinal Data System (SLDS)
	Pass rates on professional licensure and certification exams in the health professions					**See Appendix A**	Pass rates at or above national averages
3.2 ISU serves the State, public, and health professions students through its clinics and other community health venues	# of patient visits to ISU clinics and clinical services	35,597	41,486	51,817	54,234	49,394 (this number has decreased slightly due to the transition with Family Medicine and Health West)	# of patient visits will increase by 5% over next 3 years

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
	# people attending ISU's community health fairs and screening events	1,131	1,277	1,159	1,208	1,088	# of people attending ISU's health fairs and screening events will increase by 5% over next 3 years
3.3 Faculty and students engage in basic, translational, and clinical research in the health sciences	# of faculty engaged in health sciences/ biomedical research *Principal Investigators (PIs) and co-PIs.	16	38	39	78	65	Increase to 80 over the next 3 years
	Amount of external funding received for health-related and biomedical research	$2.3M	$5.3M	$3.6M	$4.0M	$6.2M	Funding will increase by 3% per year
	# students participating in clinical/applied research as part of their degree program			694	727	706	Increase to 750 students over the next 3 years
Goal 4: Community Engagement and Impact							
4.1 ISU directly contributes to the economic well-being of the State, region, and communities it serves	Total economic impact of the University			baseline established by the 2011 ISU Economic Impact Study: $312 million		A new economic impact study will be conducted in 2016	Total economic impact will increase by 5% over next 5 years
4.2 Campus resource conservation efforts initiated; students and faculty conduct research in the areas of environment and in energy	# resource conservation efforts initiated					See Appendix E	Efforts to conserve campus resources will continue to be developed

ISU Strategic Plan Goals and Objectives	Strategic Plan Performance Measures	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	Current (FY 2014) Benchmarks
4.3 ISU participates in partnerships with other entities and stakeholders	# of active partnerships, collaborative agreements, and contracts with public and private entities	836	1,066	1,071	1,008	ISU is in the process of building an electronic workflow tracking system and database for all contracts with public and private entities. This project will be completed in the summer of 2014.	# of partnerships will increase by 5% over next 5 years
Goal 5: Stewardship of Institutional Resources							
5.1 Institutional reserves comparable to best practice	The institution maintains or exceeds reserves of 5% of total budget - (formula: Unrestricted Net Asset Balance "Reserves"/Operating Expenses)		3.7%	5.9%	7.3%	11.7%	Maintain a minimum target reserve of 5% of total budget.
5.2 Institution continually assesses and periodically reviews its utilization of resources.	# of academic, non-academic and co-curricular program reviews conducted each year.	14 academic	4 academic	2 academic	13 academic	6 academic	All to be reviewed at least every 5 years. Non-academic/co-curricular program reviews begin in FY 2014 with the Program Prioritization Project.

Appendix A

Idaho State University - Pass rates for required licensing & certification exams

*Notes: This is not an exhaustive list of pass rates. Rates for Nursing, Pharmacy, Physician Assistant programs etc. are provided as examples; pass rates for graduates of all academic health professions programs consistently meet or exceed the national pass rates.

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Description	FY 2009	FY2010	FY2011	FY2012	FY2013
Nursing (RN) –ISU pass rate	97%	91%	89%	96%	92%
Nursing (RN) –National pass rate	87%	88%	87%	88%	90%
Nursing (FNP AANPCP Certification) - ISU pass rate			96%	97%	95%
Nursing (FNP AANPCP Certification) - National pass rate			89%	87%	88%
Nursing (ACNS ANCC Certification - ISU pass rate			100%	100%	100%
Nursing (ACNS ANCC Certification) - National pass rate			76%	71%	TBA
Pharmacy – ISU pass rate	98%	100%	98%	100%	97%
Pharmacy – National pass rate	97%	95%	97%	98%	97%
Physician Assistant – ISU pass rate	79%	96%	96%	97%	97%
Physician Assistant – National pass rate	89%	92%	94%	91%	93%
PRAXIS-II Subject Area Tests required for Teacher Certification - All Program Completer for ISU	100%	100%	100%	99%	100%
Occupational Therapy NBCOT - ISU first-time test takers (2010-2012)				94%	100%

Appendix B

Idaho State University - Placement rates for selected programs

*Notes: This is not an exhaustive list of placement rates. ISU intends to utilize the State Longitudinal Database System (SLDS) as soon as Idaho Department of Labor data is available to assist with placement rates.

Description	FY 2009	FY2010	FY2011	FY2012	FY2013
College of Technology - All Professional Technical Education	77.75%	83.33%	85.68%	87.20%	87.60%
Teacher Preparation Program (based on self-reported survey of graduates of all teacher preparation programs (2013 response rate: 63%)				94%	70%
Radiographic Science (self-reported on a survey)	100%	100%	100%	100%	100%
Occupational Therapy (self-reported on a survey)				100%	100%
Pharmacy (self-reported on survey)	100%	100%	100%	100%	100%

Appendix C

Idaho State University –

Performance Measure 2.2.1 - Average Time to Complete Degree in Years

*Notes: This is methodology counts the number of years between the year a student first enters the university and the year the student is awarded a degree. The methodology is impacted by "stop-outs" between when the student first enters the university and when the student receives their degree.

Degree Type	FY11	FY12	FY13
Technical Certificate	4.69	4.56	3.90
Associate's	6.9	7.66	5.95
Bachelor's	8.27	8.02	8.09
Master's	5.92	6.42	5.91
Doctorate	6.48	7.11	6.58

Appendix D

Idaho State University – Retention Rates from Freshmen to Sophomore and Sophomore to Junior (fall-to-fall retention)

*Notes: The methodology used is all full-time and part-time degree-seeking freshmen and the number that re-enroll the next fall term. All full-time and part-time degree-seeking sophomores enrolled and the number that re-enroll the next fall term. The student classification (freshmen, sophomore, junior, and senior) is not considered on re-enrollment the next fall term, only if the student returned in the fall. Students that are awarded a degree between the fall-to-fall time period are counted as retained.

Class level	FY11	FY12	FY13
Freshman to Sophomore			
Full-time	61.2%	62.2%	67.2%
Part-time	48.3%	44.6%	46.8%
Total	%	%	%
Sophomore to Junior			
Full-time	76.6%	77.2%	77.6%
Part-time	57.7%	60.0%	58.6%
Total	%	%	%

Appendix E

Idaho State University – Conservation and Energy Reducing Projects

*Notes: This is not an exhaustive list of conservation and energy reducing projects. The university has completed other projects like window replacements and HVAC upgrades/repair/replacement that makes ISU more energy efficient.

1. 2008-9: Purchased 5 electric vehicles for the grounds operations.

- Replaced fuel consumption of 5 gasoline powered pick-up trucks with electricity.
- Improved air quality surrounding academic buildings.
- Reduced noise pollution around surrounding residential and academic buildings.
- Saves on average 15.95 gal/day of gasoline.

2. 2010: Stopped burning coal at the heat plant.

- Eliminated transportation of 3000 tons of coal to the heat plant.
- Reduced emissions of sulfur dioxide, carbon monoxide, nitrogen oxide and many other volatile organic compounds (VOC) in to the environment by switching to natural gas.
- The heat plant runs more efficient on cleaner burning natural gas.
- Deleting the use of coal as a heating fuel has eliminated a problem of fugitive dust in the facility.

3. 2011: Bio-diesel production and increased recycling sustainability.

- Bio-diesel production begins with the idea to make recycling more sustainable by operating the recycling pick up vehicle on a clean renewable fuel.
- Processing waste cooking oil, produced by campus kitchens, into bio-diesel reduces emissions as compared to burning petroleum fuel.
- Bio-diesel is one of the EPA's preferred clean burning fuels, and is also a carbon neutral energy source.
- Facilities in partnership with the college of Technology's, Energy Systems Technology & Education Center (ESTEC) operate the production process together.
- Besides providing a clean source of power, the bio-diesel program is a marketing tool for attracting and retaining students. The processing unit is located in an enclosed mobile trailer that can be transported to high schools for demonstrating the science and opportunities at ISU.

Appendix E - continued

- Currently 5 to 10 gallons of waste cooking oil per week are collected from one kitchen, and processed into bio-diesel during the school sessions. The potential to collect oil from the other three kitchens are in the future plans.
- To date bi-diesel production has saved the purchase of approximately 160 gallons of petroleum fuel.

4. **2011-12**: The greater part of recycling is operated by the custodial department.

- Recycling reports 208 tons of recyclable material recovered around campus to date.
- Custodial is phasing in waterless urinals that use only one gallon of water every 3 months.

5. **2011-12:** Maintenance and operations.

- The maintenance department reports installation of 17 new water fountains that have the ability to re fill reusable water bottles.
- Has reduced the plastic waste steam comparable to 48,871 plastic water bottles.

6. **2011-12:** Energy Efficient Lighting Projects.

- Eight projects totaling 338,039 KWH in energy use reduction.
- Reduction in utility billing totaling $19,872.00 annually.

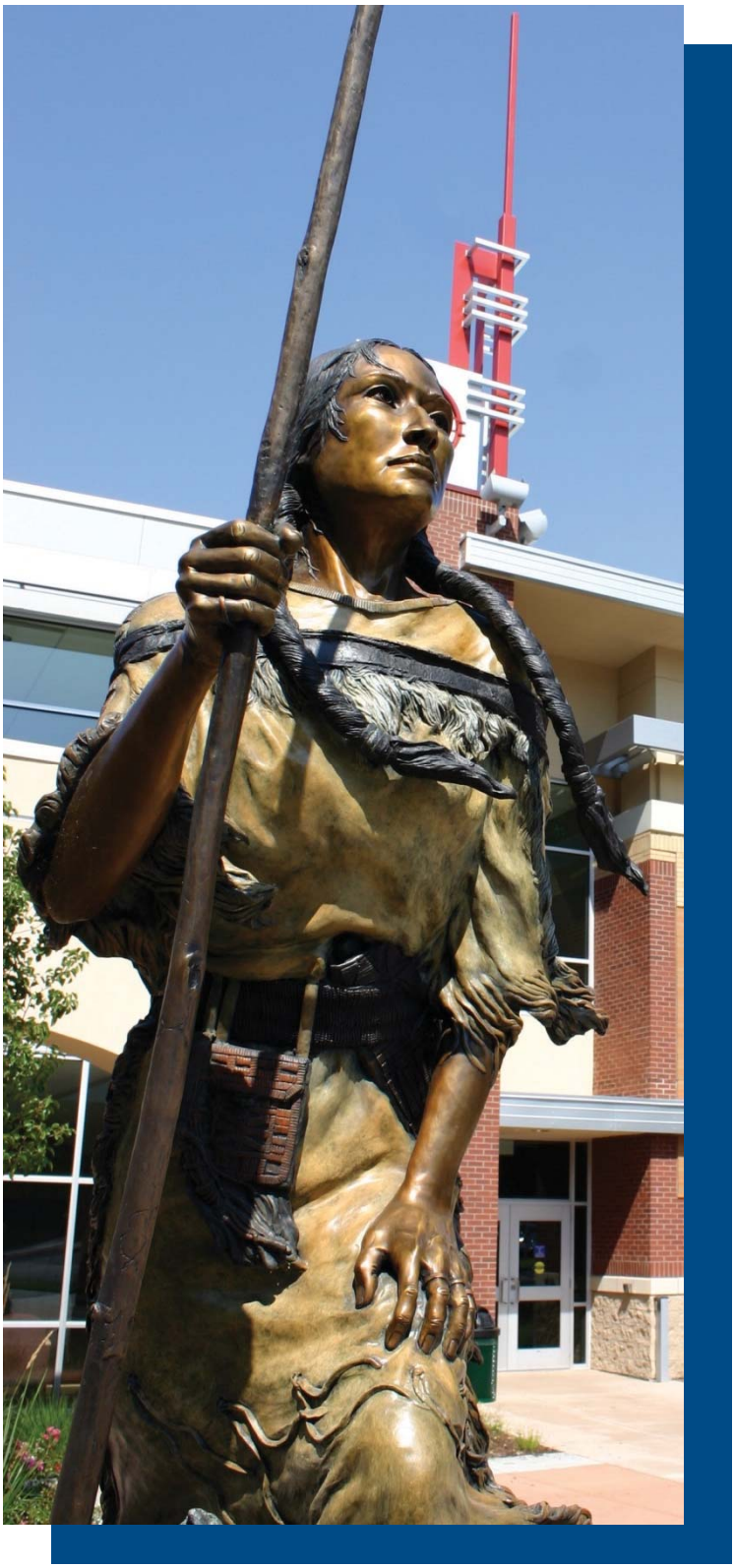
7. **2013-14:** Energy Efficient Lighting Projects.

- Quad Lighting project phase II, will reduce electrical energy by an additional 30,590 KWH.
- Custodial is piloting high-efficiency hand dryers which will eliminate the need for paper towels in restrooms.
- LED retro-fit kits for standard florescent lighting are being installed and tested for suitability.

7. **2014-15:** Future energy sustainability projects.

- 100,000 watts of energy savings for changing wall packs and flood lights on exterior of buildings to LED lighting.
- 27,000 watts of energy savings for changing emergency exit signs to LED lighting.
- LED retrofit projects will save electricity at approximately 4 amps @ 120V per 4-tube fixture. Retro-fit work will continue as a stock of fixtures remains.

Lewis-Clark State College



STRATEGIC PLAN
FY 2016-2020

Lewis-Clark
STATE
COLLEGE

Connecting Learning to Life

STRATEGIC PLAN
FY 2016-2020

March 17, 2014

Revised May 29, 2014

VISION

Lewis-Clark State College (LCSC) will fulfill the Idaho State Board of Education's vision of a seamless public education system by integrating traditional baccalaureate programs, professional-technical training programs, and community college and community support programs within a single institution, serving diverse needs within a single student body, and providing outstanding teaching and support by a single faculty and administrative team.

The college's one-mission, one-team approach will prepare citizens from all walks of life to make the most of their individual potential and will contribute to the common good by fostering respect and close teamwork among all Idahoans. Sustaining a tradition that dates back to its founding as a teacher training college in 1893, LCSC will continue to place paramount emphasis on effective instruction—focusing on the quality of the teaching and learning environment for traditional and non-traditional academic classes, professional-technical education, and community instructional programs.

As professed in the college's motto, "Connecting Learning to Life," instruction will foster powerful links between classroom knowledge and theory and personal experience and application. Accordingly, LCSC will:

- Actively partner with the K-12 school system, community service agencies, and private enterprises and support regional economic and cultural development
- Strive to sustain its tradition as the most accessible four-year higher-education institution in Idaho by rigorously managing program costs, student fees, housing, textbook and lab costs, and financial assistance to ensure affordability
- Vigorously manage the academic accessibility of its programs through accurate placement, use of student-centered course curricula, and constant oversight of faculty teaching effectiveness
- Nurture the development of strong personal values and emphasize teamwork to equip its students to become productive and effective citizens who will work together to make a positive difference in the region, the state, the nation, and the world.

MISSION

Lewis-Clark State College is a regional state college offering instruction in the liberal arts and sciences, professional areas tailored to the educational needs of Idaho, applied technical programs which support the local and state economy and other educational programs designed to meet the needs of Idahoans.

Core Theme One: Connecting Learning to Life Through Academic Programs
The first segment of the three part mission of Lewis-Clark State College is fulfilled under aegis of Academic Programs. This theme guides the offering of undergraduate instruction in the liberal arts and sciences and professional programs tailored to the educational needs of Idaho.

Core Theme Two: Connecting Learning to Life Through Professional-Technical Programs
The second segment of the three part mission of Lewis-Clark State College is fulfilled under the aegis of Professional-Technical Programs. LCSC functions under this theme by offering an array of credit and non-credit educational experiences to prepare skilled workers in established and emerging occupations that serve the region's employers.

Core Theme Three: Connecting Learning to Life Through Community Programs
The third and last theme of Lewis-Clark State College is fulfilled through Community Programs. The primary function of Community Programs is to provide quality delivery of outreach programs and services to students, customers, and communities throughout Region II as well as degree completion programs in Region I.

STRATEGIC PLAN
FY 2016-2020

Goal 1
Sustain and enhance excellence in teaching and learning.

Objective 1A.
Strengthen courses, programs, and curricula consonant with the mission and core themes of the institution.

Courses and programs will be assessed. The college will identify opportunities for improvement, expansion, and/or elimination of courses and programs; will foster closer collaboration and integration with the K-12 system; and will engage the local community and business leadership in the planning of current and future program offerings. The college will explore initiatives to improve student preparation and readiness to succeed in college level courses.

Timeline: FY 2014-2018 ongoing
Action: President, Provost and Vice Presidents, Director of Institutional Planning, Research and Assessment, Assessment Coordination Committee, Functional Area Assessment Committees, Division/Unit Assessment Groups

Progress: The college is actively engaged in the State Board of Education (SBOE) mandated Program Prioritization process which allows for a comprehensive review of all instructional (and non-instructional) programs. This will lead to identifying programs which may benefit from expansion and further support, those which may need an infusion of resources and those best consolidated or reconfigured. Programs across campus continue to benefit from the insights and suggestions of local community and business leaders serving on our advisory boards. One outcome of industry-college collaboration aimed at meeting the needs of regional employers is the proposed AAS degree in Electronics Engineering Technology slated to begin Fall 2014.

Performance Measure(s):

Assessment submission
Benchmark: All units of the college will submit assessment documents that reflect genuine analysis and accurate reporting
Performance: 97% of units completed assessment (FY 2014)

First-time licensing/certification exam pass rates for professional programs
Benchmark: Meet or exceed national average
Performance: RN: LCSC 92%/National 91%, PN: 100%/85%, ARRT 92%/90% (FY 2013)

Percentage of responding LCSC graduates with positive placement
Benchmark**:** 95**%** of responding LCSC graduates will have positive placement
Performance: 92% (FY 2013)

Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition
Benchmark: The percentage of first-time students passing the PRAXIS II will exceed 90%
Performance: 93% (FY 2013)

(SBOE system-wide performance measure)
Average number of credits earned at completion of certificate or degree program
Benchmark: Associate- 70 (SBOE Benchmark) Bachelor - 130 (SBOE Benchmark)
Performance: Associate 102, Bachelor 147 (FY 2013)

Objective 1B.
Ensure the General Education Core achieves its expected learning outcomes.

The alignment of the General Education Core with institutional General Education goals and statewide General Education standards will be assessed. Cross-disciplinary communication and collaboration will improve faculty design and delivery of General Education Core courses. The college will ensure faculty with teaching assignments within the General Education Core understand institutional General Education goals.

Timeline: FY 2015
Action: Provost, Dean of Academic Programs, General Education Committee

Progress: The college has been an active participant in the state-wide general education reform effort which culminated in a new state policy presented to the SBOE in February 2014. A campus-wide presentation on general education reform was delivered on March 5, 2014, by Academic Dean Mary Flores and the LCSC General Education Committee. Once the policy is formally approved, and faculty across campus have provided input, those teaching general education courses will work together to align courses to the new state-wide competencies. Graduating seniors and other students will complete the ETS Proficiency Profile (successor to the MAPP exam) test this spring as one assessment of our general education goals and outcomes.

Performance Measure(s):

ETS Proficiency Profile critical thinking construct
Benchmark: LCSC will score at the 90th percentile or better of comparison participating institutions (Carnegie Classification-Baccalaureate Diverse) on the ETS Proficiency Profile critical thinking construct.
Performance: 88th percentile (FY 2011)

College BASE results for math and science
Benchmark: The Division of Natural Science and Mathematics will improve College BASE construct scores in math and science tests
Performance: TBD

Objective 1C.
Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.

Equipment, software, and technological capabilities will be current and sufficient for student, faculty, and staff needs. Training in effective online course design and instruction for faculty will be strengthened.

Timeline: FY 2014-2015
Action: Provost, Chief Technology Officer, Director of e-Learning Services, Data Advisory Committee, Instructional Technology Advisory Committee

Progress: The college is working with the Office of State Board of Education (OSBE) staff and other schools to move to a managed hosting model for the online teaching platform, *Blackboard*. To better serve students and instructors, the additional *Help Desk* feature is also under consideration. The e-Learning Services department continues to provide online training modules for faculty and one-on-one personalized instruction as needed.

Performance Measure(s):

Annual end-of-term duplicated headcount for students enrolled in web, hybrid, and lecture/web-enhanced courses
Benchmark: 8,000
Performance: 7,726 (FY 2014)

Objective 1D.

Maximize direct faculty and student interactions inside and outside the classroom.

LCSC will maintain appropriate student-to-faculty ratios by providing adequate numbers of sections for high- demand courses and by keeping course capacities at appropriate levels. The college will seek to increase student participation and engagement in academic and non-curricular activities.

Timeline: FY 2016
Action: Provost, Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

Progress: PG 14-19, Demand-based Course Scheduling, was formed to explore options to achieve a schedule of course offerings which meets the needs of students for completing degree requirements and makes the best use of campus facilities and faculty resources. A direct outcome of the committee's work was scheduling more late-afternoon and evening classes for Fall 2014. Recommendations include looking at the feasibility of offering intense weekend sections of core classes including English 101 and Communication 204.

Performance Measure(s):

Student to teacher ratio
Benchmark: LCSC will maintain a 16 to 1 student teacher ratio
Performance: 16 to 1 (FY 2014)

Number of students participating in undergraduate research
Benchmark: 300
Performance: 268 (FY 2014)

The number of presentations at the LCSC Senior Research Symposium
Benchmark: 300
Performance: 262 (FY 2013)

Objective 1E.
Recruit and retain a highly qualified and diverse faculty and staff.

The college will work to provide fair and competitive compensation for faculty and staff and will support increased opportunities for faculty and staff development. All faculty and staff pay will meet or exceed the median reported from peer institutions. Faculty development opportunities will be increased. Adjunct faculty pay will be increased.

Timeline: FY 2014-2018
Action: President, Provost and Vice Presidents, Deans

Progress: College administration supported the SBOE's FY 2015 line item request for increased compensation for faculty and staff. A 2% change in employee compensation (CEC: 1% ongoing, 1% one-time) was approved by the legislature. Beginning Fall 2013, adjunct faculty salaries were increased and aligned cross campus. The college Compensation Review Committee meets regularly to consider issues of employee compensation, both monetary and non-monetary.

Performance Measure(s):

Classified Staff:
State of Idaho Classified Staff Pay Schedule
Benchmark: Classified Staff pay will be 90% of Policy
Performance: 17% of staff meet or exceed 90% of policy

Professional Staff (Administrative):
College and University Professional Association for Human Resources (C.U.P.A.) - Administrative Salary Survey
Benchmark: Compensation for professional staff (Administrative) will be 90% of the average C.U.PA. Administrative Salary Survey median for institutions in the same budget quartile as Lewis-Clark State College
Performance: 46% of staff meet or exceed 90% of policy

Professional Staff (Mid-level and Professional):
C.U.P.A. Mid-Level and Professional Salary Survey
Benchmark: Compensation for professional staff (mid-level and professional) will be 90% of average C.U.P.A. Mid-Level and Professional Survey median for institutions in the same budget quartile as Lewis-Clark State College
Performance: 60% of staff meet or exceed 90% of policy

Instructional Personnel:
Integrated Postsecondary Education Data System (IPEDS), Human Resources Report
Benchmark: Compensation for instructional personnel will be 90% of the average of peer institutions by academic rank as reported by IPEDS
Performance: Mean faculty salaries are 86% of that averaged over peer institutions

Objective 1F.
Provide a safe, healthy, and positive environment for teaching and learning.

The college will increase the accessibility and safety of campus facilities and processes, expand wellness and healthy lifestyle participation, and foster a positive learning and working environment.

Timeline: FY 2013 ongoing
Action: Vice President for Finance and Administration

Progress: Access improvements in FY 2013 and FY 2014 included construction of a handicap ramp for Spalding Hall and modification of the door system for the Disability Services Office. Replacement of deteriorating brick sections (tripping hazard) of the campus walkway system commenced in FY 2014, and wheel-chair access sidewalk cuts have been constructed to improve access to the north campus bus stop, Activity Center, and five other locations. The LCSC Safety Committee helped identify traffic hazards (need for additional street lighting, signage, and tree trimming where drivers' views were obstructed) which were subsequently eliminated by Physical Plant, Security, and the city of Lewiston. Good progress was made on the Presidential Planning Guidance wellness initiative (PG-65) which included implementation of LCSC's fresh air (smoke free) campus beginning in Fall 2013. The third annual employee health screening event took place in March 2014.

Performance Measure(s):

ADA compliance
Benchmark: Zero ADA-related discrepancies noted in annual Division of Building Safety (DBS) campus inspection (and prompt action to respond to any such discrepancies if benchmark not achieved)
Performance: Benchmark achieved—no ADA-related write-ups in 2013 DBS inspection

Wellness Programs
Benchmark: Provide information and updates to all College employees on wellness activities at least 10 times each Fiscal Year
Performance: 12 wellness updates provided to each employee in FY2013

Goal 2
Optimize student enrollment and promote student success.

Objective 2A.
Marketing efforts will focus on clearly identified populations of prospective students.

The college will establish a brand identity for advertising and marketing. It will expand outreach to students seeking a residential college experience and to potential students who do not think they need college, do not think they can succeed in college, or do not think they can afford college. The college will increase its recruiting efforts for non-traditional students, strengthen its support of community college transfer students, and establish enrollment targets for out-of-state and international students. The college will leverage dual credit and Tech Prep programs as a means to connect with high school students and invest in scholarships to strategically grow enrollment.

Timeline: FY 2013 ongoing
Action: Vice President for Student Affairs, Director of College Communications, Director of New Student Recruitment, Director of International Programs

Progress: An advertising calendar was developed in August 2013 and a marketing committee has been formed. Community college and non-traditional recruitment strategies are being vetted with the campus community.

Performance Measure(s):

(SBOE system-wide performance measure)
Dual credit hours earned and the unduplicated headcount of participating students
Benchmark: 3,500; 600
Performance: 3,328; 554 (FY 2013)

High school students participating in concurrent enrollment programs (headcount and total credit hours)
Benchmark: Annual Enrollment - 1,500* Annual Total Credit Hours – 8,000*
*These values reflect anticipated loss of enrollment due to proposed fee changes for Tech Prep students.
Performance: 1,797; 8,312 (FY 2013)

Scholarship dollars awarded per student FTE
Benchmark: $1,950
Performance: $1,831 (FY 2013)

Objective 2B.
Retain and graduate a diverse student body.

LCSC will implement a student success course to enhance academic skills, impart post-secondary values and expectations, and coach students during their first semester. The course will supplement other curricular and advising reforms targeted towards students who place into Math and English courses below core levels.

Timeline: FY 2014
Action: Provost, Vice President for Student Affairs, Dean of Academic Programs

Progress: With funding from the Albertson Foundation, pilot sections of the student success course were taught in Fall 2013. A course designated as ID 140 has been proposed to the Faculty Senate.

The college will continue the implementation of a centralized advising model to serve incoming freshmen and implement an advising assessment tool that students will complete during the course registration process. Student Affairs will develop pre-admission programs, including financial literacy, to help prospective students and their families prepare for college.

Timeline: FY 2014
Action: Vice President for Student Affairs

Progress: Centralized Advising has been implemented and is serving over 700 students. The program has been assessed via student surveys and feedback from faculty. Pre-admission programs include new correspondence intended better explain the financial aid, scholarship, and fee payment processes.

Performance Measures:

(SBOE system-wide performance measure)
Total degree production (undergraduate)
Benchmark: 800
Performance: 688 (FY 2013)

(SBOE system-wide performance measure)
Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate/graduate).
Benchmark: 700/12%
Performance: 652; 11% (FY 2013)

(SBOE system-wide performance measure)
Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission)
Benchmark: 70%
Performance: 364/ 569=64% (FY 2013)

First-year/ full-time cohort retention rate
Benchmark: 60%
Performance: 51% (FY 2013)

The number of degrees and certificates awarded per 100 FTE undergraduate students enrolled
Benchmark: 24
Performance: 22 (FY 2013)

First-year/ full-time cohort 150% graduation rate
Benchmark: 35%
Performance: 30% (FY 2013)

LCSC will establish a Center for Teaching and Learning in order to support and share improvements in teaching, assessment, and curriculum development.

Timeline: FY 2015
Action: Provost, Vice President for Student Affairs

Progress: The President established Program Guidance Initiative PG-66 and appointed a committee, co-chaired by the Provost and Vice President for Academic Affairs and the Vice President for Student Affairs. The committee met throughout fall semester to develop ideas about what services/resources a center can or should offer. A survey was distributed to faculty in late February. Recommendations will be made to the President in late March.

Objective 2C.
Maximize student satisfaction and engagement.

The college will conduct student satisfaction surveys on an annual basis and participate in the National Survey of Student Engagement (NSSE) every three years. The college will also conduct an internal analysis to identify areas for improvement in the student enrollment cycle and academic cycle. The college will expand infrastructure to entice students to reside on campus and, with the input and guidance of student government, will support a wide variety of social and academic student activities.

Timeline: FY 2014-2015
Action: Vice President for Student Affairs, Director of Institutional Planning, Research and Assessment

Progress: A Student Involvement and Engagement Committee consisting of students and staff has been formed. The committee issues periodic surveys asking students about the type of activities they are interested in and then either develops those activities or informs the students about scheduled activities that match their interests.

Performance Measure(s):

National Survey of Student Engagement (NSSE)
Benchmark: 90% of LCSC students will be satisfied
Performance: 88% (FY 2011)

Goal 3
Strengthen and expand collaborative relationships and partnerships.

Objective 3A.
Increase volunteer, internship, and career placement opportunities.

The college will foster, promote and track student internship opportunities within each division, determine local business and industry needs through periodic surveys or professional forums, and leverage campus expertise to build and maintain relationships with local business and industry. All matriculated students will serve as volunteers and/or interns as part of their educational program.

Timeline: FY 2017
Action: Provost, Deans

Progress: In October 2013, the college hosted an internship showcase in which students presented professional posters detailing their experiences and learning outcomes. Students were accompanied by their division chairs, instructors and in some cases, their internship mentor. Next steps include standardizing definitions for internship-like activities and developing a plan for embedding internships or volunteer activities into every educational program. With the AmeriCorp grant not funded for this year, Service Learning services have been reduced.

Performance Measure(s):

Number of students participating in internships
Benchmark: 800
Performance: 654 (FY 2014)

Objective 3B.

Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge and resources.

The college will develop an inventory of faculty expertise that committees and boards of local organizations may draw upon. Faculty and staff will actively participate in statewide development of processes and systems to strengthen K-20 partnerships. LCSC will foster, promote, and support student, faculty, and staff research or other projects that benefit the community and region. LCSC will increase Workforce Training efforts.

Timeline: FY 2015
Action: Provost, Dean of Community Programs and Governmental Relations, Director of Grants and Contracts

Progress: Faculty in the Teacher Education Preparation program are actively engaged in partnerships with our K-12 community school partners. External grant dollars are used to facilitate professional development opportunities with our K-12 partners related to math and science education. In addition, further collaboration between LCSC faculty and local school districts has focused on the integration of mobile technologies (i.e. iPads) into classroom learning. The Research Symposium which provides a forum for the dissemination of student and faculty research continues to be a successful event on the campus as well as at the Coeur d'Alene Outreach Center.

Performance Measure(s):

Number of adults enrolled in customized training (including statewide fire and emergency services training programs).
Benchmark: 4,000
Performance: 3,659 (FY 2013)

Objective 3C.

Increase cooperation and engagement of alumni for the advancement of the college.

LCSC will invite alumni to participate in ongoing networking activities and campus events, create an alumni mentorship program for students, and incorporate alumni presence and testimonials in institutional advertising campaigns and recruiting efforts.

Timeline: FY 2017
Action: Director of College Advancement, Director of Alumni and Community Relations, President of the LCSC Alumni Association

Progress: There are four active alumni chapters across the state, the newest in Eastern Idaho. The LCSC Alumni Association facilitates student-alumni activities aimed at encouraging students to remain involved with the college after graduating. A new initiative for Fall 2014, the Warrior Mentoring Program, pairs current students with a Warrior alum in a yearlong program where

alumni have the opportunity to provide support and influence their mentee's personal and professional development.

Performance Measure(s):

Number of Alumni Association members
Benchmark: 15,000
Performance: 13,904 (FY14)

Objective 3D.
Advance the college with community members, business leaders, political leaders, and current and future donors.

The college will invite local community and business leaders to participate in college activities and arrange for current students and alumni to meet with key individuals to promote the benefits of higher education and the needs of LCSC. LCSC will create opportunities for business and political leaders and future donors to engage in learning sessions with current students.

Timeline: Ongoing
Action: President, Provost and Vice Presidents, Deans, Director of College Advancement, President of the LCSC Foundation

Progress: TBD

Performance Measure(s)
LCSC will continue to strengthen its relationship to the local community through promotion of the National Association of Intercollegiate Athletics Champions of Character student-athlete program
Benchmark: Annually meet National Association of Intercollegiate Athletics (NAIA) Five Star Champions of Character criteria
Performance: Met criteria (FY 2014)

Timeline: FY 2017
Action: Athletic Director

Goal 4
Leverage resources to maximize institutional strength and efficiency.

Objective 4A.
Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.

Budget and assessment instruments will provide clear links to the strategic plan. Information regarding existing and expected financial resources and targeted priorities will be readily available.

Timeline: FY 2014
Actions: President, Provost and Vice Presidents, Deans, Chair of Faculty Senate

Progress: Presidential Planning Guidance (PGs) and Unit Action Plan templates and procedures were revamped prior to the Fall 2013 planning and budgeting cycle to reflect the new LCSC strategic plan and incorporate Zero-Base Budgeting (ZBB) and Program Prioritization (PP)

procedures. Unit Action Plan proposals were directly tied to the new strategic plan. A new Institutional Assessment Plan was developed to reflect the strategic plan, and ZBB and PP guidelines were embedded in an expanded program assessment process. All planning and assessment reference materials and plans/reports were posted on the LCSC intranet for the Fall 2013 and Spring 2014 planning, budgeting, and assessment cycles. Strategic Plan priorities and budget plans were briefed by the President to faculty, staff, students and other key stakeholders. Budgets, strategic plan documents, annual performance measures reports, and assessment documents—directly linked to the overall strategic plan—are readily available.

Performance Measure(s):

(SBOE system-wide performance measure)
Cost per credit hour – Financials divided by total weighted undergraduate credit hours from the EWA report
Benchmark: $290
Performance: $293 (FY 2014)

Objective 4B.
Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.

LCSC will review current organizational structure and implement modifications to streamline processes and enhance communication.

Timeline: FY 2016
Action: President, Provost and Vice Presidents, Faculty Senate, Professional Staff Organization, Classified staff Organization

Progress: The college acted promptly to explore suggestions emanating from the February 2012 strategic planning retreat and subsequent strategic plan steering committee suggestions. LCSC's proposal to re-establish a Vice President for Student Affairs—to focus efforts on strategic enrollment planning and student success—was approved by the SBOE, and committee structures across the institution have been adjusted accordingly. President's Council procedures were realigned to focus on implementation of strategic plan goals. Program assessment and Program Prioritization are now addressed in a revitalized Division/Department Assessment Committee and Functional Area Assessment Committee process which engages units and personnel across the college.

Performance Measure(s):

(SBOE system-wide performance measure)
Efficiency – Certificates (of at least 1-year or more) and degree completions per $100,000 of financials
Benchmark**:** 2.5
Performance: 1.7 (FY 2013)

Objective 4C.
Continuously improve campus buildings, grounds, and infrastructure to maximize environmental sustainability and learning opportunities.

The college will assess and update the Campus Facilities Master Plan on an annual basis, with priority given to classrooms and teaching. The college will implement building maintenance initiatives to increase energy efficiency, use of green technology, and recycling.

Timeline: FY 2014
Action: Provost, Vice President for Finance and Administration

Progress Report: A new Campus Facilities Master Plan was developed to reflect the new LCSC strategic plan and went into effect in July 2013. Classroom refurnishing and carpeting projects continued during FY 2013 and FY 2014. Renovation of the Fine Arts Building (subsequently renamed Thomas Jefferson Hall) was completed in 2014. $2.8M in alteration and repair funding was provided for a record number of facilities projects in FY 2014, including a campus-wide Energy Survey and Analysis project. Green space was expanded and funding was provided for Wi-Fi for an outdoor learning laboratory/classroom. FY 2015 funds have been identified to support LCSC's Teaching and Learning Center initiative (PG-66).

Objective 4D.
Create a timetable for the sustainable acquisition and replacement of instruments, machinery, equipment, and technologies and ensure required infrastructure is in place.

LCSC will create an inventory schedule of campus physical resources that includes lifespans, maintenance contracts, and estimated replacement dates, and will update the schedule on an annual basis. The college will develop a campus-wide funding plan for maintenance and replacement of resources.

Timeline: FY 2014
Action: Provost, Vice President for Finance and Administration

Progress: LCSC's capital equipment has been inventoried and, using the value of these assets and the depreciation schedules based on the useful life spans of the various equipment categories, the college submitted capital replacement requests to the Legislature for the FY 2014 and FY 2015 state budgets. The Budget Office and Information Technology department developed a $250K annual budget to finance high-cost institutional technology equipment and $136K to fund annual upgrades to classroom technology. The college also has set aside a standing reserve to cover unplanned contingencies for central technology systems and classroom technology. A capital equipment replacement funding mechanism has also been established within the Student Union operating budget to address planned or emergency replacement of high-cost equipment used by dining services.

Objective 4E.
Identify and secure public and private funding to support strategic plan priorities.

Faculty and staff capacity to secure external funding will be strengthened by supporting grant writing efforts at both the departmental and institutional level. LCSC will collaborate with public and private stakeholders to generate the resources necessary to expand facilities and programs and will broaden communication and outreach to connect the entire college community to the LCSC Foundation and evolving fundraising initiatives.

Timeline: Ongoing
Action: President, Provost and Vice Presidents, Director of College Advancement, President of the LCSC Foundation, Director of Grants and Contracts

Progress: LCSC's total General Education and Professional-Technical budget increased from FY 2013 to FY 2014 by over $1.5M to $31,768,096, despite austere funding from the State of Idaho. The Grants Office was reorganized to combine all grant pre-award and post-award activities within a single shop. Training of new grant writers and unit supervisors continues. At the end of FY 2013, the college had over 80 active grants worth over $8M, despite the negative impacts of federal sequestration on key LCSC programs and elimination of Congressional earmarks. In the College Advancement arena, the $12M goal for the ongoing Campaign LCSC will be met and surpassed by the end of April 2014. The LCSC Foundation's total assets reached an all-time high of over $7.4M at the end of calendar year 2013.

Performance Measure(s):

Institution funding from competitive grants
Benchmark: $2.0M
Performance: $2.3M

Institutional reserves comparable to best practice.
Benchmark: A minimum target reserve of 5% of operating expenditures
Performance: 5.1%

LCSC Capital Campaign
Benchmark: $12M
Performance: $11.7M (to date)

Lewis-Clark State College FY 2016-2020 Appendix 1

Goal 1 - Sustain and enhance excellence in teaching and learning

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmark
Objective 1A: Strengthen courses, programs and curricula consonant with the mission and core themes of the institution					
Assessment submission	96%	84%	85%	97%	**All units of the college will submit assessment documents**
First-time licensing/certification exam pass rates	NCLEX RN 80% (National Average=88%)	NCLEX RN 95% (National Average=89%)	NCLEX RN 89% (National Average=90%)	NCLEX RN 92% (National Average=91%)	**Meet or Exceed National Average**
	NCLEX PN 75% (National Average=86%)	NCLEX PN 100% (National Average=87%)	NCLEX PN 86% (National Average=84%)	NCLEX PN 100% (National Average=85%)	**Meet or Exceed National Average**
	ARRT 92% (National Average=92%)	ARRT 100% (National Average=93%)	ARRT 100% (National Average=93%)	ARRT 92% (National Average=90%)	**Meet or Exceed National Average**
Percentage of LCSC graduates with positive placement	89%	88%	87%	92%	**95%**
Number of Idaho teachers who are certified each year by specialty and meet the Federal Highly Qualified Teacher definition	PRAXIS II 88%	PRAXIS II 92%	PRAXIS II 90%	PRAXIS II 93%	**90%**
Average number of credits earned at completion of certificate or degree program	Associate 116	Associate 108	Associate 107	Associate 102	**Associate 70**
	Bachelor 147	Bachelor 148	Bachelor 148	Bachelor 147	**Bachelor 130**
Objective 1B: Ensure the General Education Core achieves its expected outcomes.					
ETS Proficiency Profile Critical Thinking Construct[1]		88%			**90% or better of comparison participating institutions**
Objective 1C: Optimize technology-based course delivery, resources, and support services for students, faculty, and staff.					
Fall end of term duplicated headcount for student enrolled in web and hybrid courses	6,878	7,431	7,945	7,726	**8,000**
Objective 1D: Maximize direct faculty and student interactions inside and outside the classroom.					
Student to teacher ratio	18:1	16:1	16:1	16:1	**16:1**
Number of students participating in undergraduate research	205	243	237	268	**300**
Number of presentations at the LCSC Senior Research Symposium	122	153	200	262	**300**
Objective 1E: Recruit and retain a highly qualified and diverse faculty and staff.					
State of Idaho Classified Staff Pay Schedule[2]	23%	19%	17%	17%	**90% of Policy**
Professional Staff (Administrative)-College and University Professional Association[2]	79%	31%	46%	14%	**90% of Average C.U.P.A Administrative Salary**
Professional Staff (Mid-Level and Professional)-College and University Professional Association[2]	66%	49%	60%	61%	**90% of Average C.U.P.A Mid-Level and Professional Salary Survey Median**
Instructional Personnel-Integrated Postsecondary Education Data System (IPEDS) Data Feedback Report[3]	89%	87%	86%	89%	**90% of Average of Peer Institutions by Academic Rank**

Goal 2 - Optimize student enrollment and promote student success					
Performance Measure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**	**Benchmark**
Objective 2A: Marketing efforts will focus on clearly identified populations of prospective students.					
Credit hours of high school students participating in dual credit programs*	1,682	2,268	2,865	3,328	**3,500**
Headcount of high school students participating in dual credit programs*	385	427	500	554	**600**
Credit hours of high school students participating in concurrent enrollment programs	5,134	6,103	6,972	8,312	**8,000**
Headcount of high school students participating in concurrent enrollment programs.	1,241	1,488	1,805	1,797	**1,500**
Scholarship dollars per FTE	$1,722	$1,624	$1,728	$1,831	**$1,950**
Objective 2B: Retain and graduate a diverse student body.					
Total degree production (undergraduate)*	595	611	773	688	**800**
Unduplicated headcount of graduates and percent of graduates to total unduplicated headcount (split by undergraduate and graduate)*	560/ 11%	573/ 10%	712/ 12%	652/ 11%	**700/12%**
Total full-time new and transfer students that are retained or graduate the following year (exclude death, military service, and mission)*	56%	60%	54%	64%	**70%**
First-time full-time degree-seeking freshman retention rate	50% (N=586)	54% (N=599)	57% (N=596)	51% (N=577)	**60%**
Total certificates and degrees conferred and number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled.	20	19	23	22	**24**
First-time/full-time cohort 150% graduation rate	24%	28%	31%	30%	**35%**
Objective 2C: Maximize student satisfactions and engagement.					
NSSE-National Survey of Student Engagement[4]		88%			**90% of LCSC Students will be satisfied**

Goal 3 - Strengthen and expand collaborative relationships and partnerships					
Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmark
Objective 3A: Increase volunteer, internship, and career placement opportunities.					
Number of students participating in internships	490	596	698	654	800
Objective 3B: Collaborate with relevant businesses, industries, agencies, practitioners, and organizations for the beneficial exchange of knowledge.					
Number of adults enrolled in customized training (including statewide fire and emergency services training programs)	3,289	2,921	3,627	3,659	4,000
Objective 3C: Increase cooperation and engagement of alumni for the advancement of the college.					
Number of Alumni Association members	11,651	12,176	12,726	13,301	15,000

Goal 4 - Leverage resources to maximize institutional strengths and efficiency					
Objective 4A: Allocate and reallocate funds to support priorities and program areas that are significant in meeting the role and mission of the institution.					
Cost per credit hour - Financials divided by total weighted undergraduate credit hours from the EWA report.*	$294	$289	$261	$293	**$290**
Objective 4B: Assess and modify organizational structure and institutional processes to ensure the most effective use of resources.					
Efficiency - Certificates (of at least 1-year or more) and degree completions per $100,000 of financials*	1.6	1.6	2	1.7	**2**

*** Indicates SBOE System-wide performance measures**

Notes:

1. This test is administered every 3 years. LCSC achieved an 86 percentile in the FY2008 (MAPP) administration.

2. These values represent the percentage of individuals in this class who are making 90% of policy.

3. The percentages for faculty represent LCSC's weighted average 9-month equivalent salary divided by the weighted average 9-month equivalent salary of LCSC's peer institutions.

4. Reflects the overall percentage of students satisfied with LCSC. This survey is administered every 3 years.

Key External Factors Appendix 2

Academic Year 2013-2014 Data: Student headcount for the fall semester was 4,304 full-time equivalent enrollment was 2,962. The college employed 175 faculty, 88 adjunct faculty, 157 professional staff, and 135 classified staff.

Growth: The Idaho State Board of Education has directed the higher education institutions under its supervision to double the proportion and number of Idahoans (25 to 34 year old cohort) with a college certificate or degree by 2020. At the time of writing this plan, LCSC had not yet been assigned a specific numerical target by the Board within its overall system-wide goal, but the following factors will affect LCSC's output:

LCSC is essentially an open-access institution—reducing admission standards likely would not generate significant numbers of new students. As LCSC reaches out to encourage college participation by underserved segments in Idaho's population, the average level of college-preparedness of the student body is likely to decrease, and the level of support needed for students is likely to increase.

The current demographic trends in Idaho foretell low to modest growth in the number of secondary students and good, but flat, high school graduation rates. It is therefore not likely that the output of the K-12 pipeline would lead to a dramatic increase in enrollment at LCSC during the five-year planning window.

While a dramatic increase in Idaho's high-school graduation rates is not foreseen during the five-year planning window, LCSC may be able to increase the number of high school graduates who elect to enroll in college, taking into account that Idaho's current participation rate, less than 50%, is one of the lowest in the nation.

Although the national and Idaho 60% goals have been based on the premise that 60% of jobs in 2020 will require some degree of college education, the current and projected proportion of college educated employees within the Idaho workforce seems to be at a market clearing level of 36%, according to the report of the Idaho Legislature Office of Performance Evaluations. Currently, unemployment in Idaho is low compared to many states in the region. Strategically, this means it is unlikely that systemic structural unemployment rates will be a major driver of additional students applying to LCSC before the end of the five-year planning horizon. In fact, improving employment rates in Idaho would likely reduce the applicant pool as workers enter or re-enter the work force as the effects of the recession ease.

Infrastructure: Currently-available facilities, or a modest expansion thereof, are sufficient to support an increase in on-campus students proportionate to LCSC's share of the State Board of Education's 60% goal. Classroom and laboratory utilization rates have sufficient slack time throughout the day and week to absorb an estimated 50% or more increase in student enrollment. Within the course of the five-year planning window, the college, if necessary, could increase faculty and staff office space and parking. While expansion on such a scale is theoretically possible, it is unlikely to be necessary given headcount enrollment trends, currently averaging 3% per year. If the combined impact of LCSC action strategies to increase enrollment, improve retention, and increase program completion rates were to double the historical rate to 6% per year, the main campus student population would increase 50 percent by 2020—a level which, with good planning, could be accommodated by the current physical infrastructure.

Unlike the situation on the Normal Hill campus, infrastructure is a major limiting factor for LCSC's Coeur d'Alene operations. A strategic initiative is underway to provide a joint facility to serve LCSC, North Idaho College (NIC), and University of Idaho students and staff on the NIC campus. The new facility would not likely be opened until the end of the current five-year planning window, and efforts are underway to find additional facility options to support LCSC operations at Coeur d'Alene in the interim. Infrastructure at the other LCSC outreach centers is estimated to be sufficient to support operations over the next five years.

Deferred maintenance needs over the course of the five-year planning window are estimated at roughly $25 million for alteration and repair of existing facilities. Recent momentum in addressing HVAC and roof repairs needs to be sustained, but will depend primarily on availability of Permanent Building Fund dollars.

Over the past decade several major capital projects to expand facilities on the main campus have been completed (e.g., Activity Center, Sacajawea Hall, new parking lots, upgrades of Meriwether Lewis Hall and Thomas Jefferson Hall). For the main campus, LCSC's strategy for the five-year planning window is to focus on upgrades of existing facilities rather than erecting major new facilities.

Classroom capacity is sufficient to sustain current and projected enrollment levels for brick-and-mortar classes. Increased enrollment will necessitate scheduling adjustments that spread classes throughout day, evening, and weekend hours. Utility costs of extended class hours would increase marginally, but overall efficiency of facility operations would increase with the reduction of slack hours.

Recent efforts have increased the number of classroom seats and modernized classrooms and labs. Nevertheless, continued efforts are needed to modernize the classroom and lab infrastructure (teaching technology, lighting, furniture, acoustical treatments, and flooring).

Available student housing units are not currently at maximum capacity. A study is underway (Presidential Guidance-50) on possible strategies to add bed spaces. If projected trends warrant, it would be feasible to add new student housing by the end of the five-year strategic planning window and to convert some older housing units in the LCSC inventory to other uses, including office space.

On-campus and neighborhood parking is adequate to sustain employee and student operations through the remainder of FY 2013. The college has acquired property on the perimeter of the Normal Hill campus to accommodate additional parking (or facility construction) when needed. Parking options for LCSC's downtown facilities are more limited and cooperation with the city and local merchants will be needed if main street operations continue to expand.

Recent office space modernization efforts need to continue over the five-year planning window. In the event of growth of faculty and staff beyond current levels, additional office space could be provided through conversion of rental housing units and/or conversion of older residential hall space into modern offices.

A major vulnerability is the lack of redundant capabilities for heating and cooling of major buildings—almost every major structure is dependent upon a single source of HVAC. The main campus needs a loop to interconnect multiple facilities and provide a backup in the event of single-point failure. Use of energy-saving incentive dollars and cooperative projects with external entities could help fund these improvements.

Personnel: While the current physical infrastructure of LCSC (with the exception of the Coeur d'Alene Center) is sufficient to support the increased output envisioned by the Idaho State Board of Education, this is not the case with respect to faculty and staff. Although class sizes could be increased in some upper division courses, many lower division courses and some professional courses are already up against faculty-student ratio limits imposed by specialized accreditation agencies and could not significantly expand without concomitant expansion of faculty and supporting staff. Faculty and staff workload levels at LCSC are high compared to other higher education institutions. An expanded LCSC student population will require ratios at least as low as current levels. Based on peak hiring periods over the past decade, funding an expansion spread over the next five years is technically feasible, but would require careful planning and coordination.

While increased utilization of distance learning technology could alleviate stress on the physical infrastructure, it is not the critical factor limiting expansion. While in some cases learning technology may enhance the effectiveness of course delivery and student success, it does not reduce the need for student-faculty interaction or significantly increase the desirable maximum ratio of students to faculty members. The current student to faculty ratios for academic and professional courses (14.3 to one, and 12.5 to one, respectively) may not be at a maximum level; the course delivery mode, however, is probably not the primary factor in establishing the ideal balance as we seek to maintain high levels of faculty-student engagement and interaction.

Economy and the Political Climate: Many factors and trends will have a major impact on LCSC strategies to achieve its goals and objectives over the five-year planning window.

Funding for higher education has been used as a rainy day reserve to support other state operations, most notably K-12, during economic downturns and the prolonged recent recession. There has been limited enthusiasm among Idaho policy makers to restore pre-crisis levels of funding to higher education.

Since FY 2009, the state has not provided sufficient funding to cover maintenance of current operation costs (inflation, replacement of capital items, and employee salaries), nor has it funded LCSC line-item budget requests to support increased enrollment, including LCSC's Complete College Idaho request that directly supports State Board of Education goals.

Employee salary levels at LCSC are significantly lower than those at peer institutions. Only one increase in employee compensation has been funded during the past four years and half of the cost of that increase was transferred by state policymakers to student tuition.

There has been significant political support for funding community college operations in the Treasure Valley, though little interest, as yet, in equalizing tuition rates among the three Idaho community colleges and no interest in providing funding to support the State Board-assigned community college function for LCSC and ISU. There has been strong political support to expand concurrent enrollment programs to enable completion of college-level coursework while students are still in high school; however, there has been no support for funding directed to higher education for this purpose. The dual impacts of community college expansion and in-high school programs erode for LCSC the probability of future revenues for lower-division courses.

The relative financial burden borne by students for college costs has dramatically shifted, with student tuition and fees now nearly equal to the general fund appropriation. Notwithstanding the facts that

reduced state support has necessitated tuition increases to sustain higher education operations and that Idaho tuition rates remain well below regional and national averages, state policymakers are reluctant to support additional tuition increases.

Students in Idaho and across the nation have become more dependent upon federal financial aid to pay for college, and increased student debt load and default rates have caused consternation among policymakers. Federal funding available for higher education has been reduced in some cases and new policy restrictions aimed at curbing operations of for-profit higher education enterprises have inflicted collateral damage on public college operations.

Costs for employee and State Board of Education mandated student healthcare plans are ballooning and threaten to have a significant impact on college access for students. Increased tax rates and sluggish economic growth may further reduce college enrollment.

Economic and population growth within LCSC's local operating area, Region II, has been flat. The highest growth rates in the state have been focused in southern Idaho and the northern panhandle. LCSC is increasingly reliant on a statewide market.

Implications for Lewis-Clark State College: The college cannot depend upon major infusions of state-appropriated dollars to fund growth and new initiatives during the next five years. The primary sources of funding for strategic initiatives will be reallocation of current funds and utilization of student tuition and fee dollars. The primary engine for funding growth is increased tuition from students as a result of increased enrollment (higher accessions, increased retention) with tuition rate increases likely to be restricted by policymakers.

LCSC needs to continue to build its grassroots support within the region and throughout the state to increase awareness of its unique strengths and its support of the values of Idaho's citizens. Strong support of students, parents, alumni, community members, and businesses is essential to undergird the tangible support provided to LCSC by Idaho policymakers.

College of Southern Idaho
Strategic Plan
2014 – 2019

"Rethink, Reimagine & Retool!"

Statutory Authority

The College of Southern Idaho Strategic Plan has been approved by the CSI Board of Trustees. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.
Approved by the College of Southern Idaho Board of Trustees on 03/26/2012

Mission Statement

The College of Southern Idaho, a comprehensive community college, provides quality educational, social, cultural, economic, and workforce development opportunities that meet the diverse needs of the communities it serves. CSI prepares students to lead enriched, productive, and responsible lives in a global society.

Vision

College of Southern Idaho shapes the future through its commitment to student success, lifelong learning, and community enrichment.

Core Values

The following core values, principles, and standards guide our vision and conduct:

People	Above all, we value our students, employees, and community. We celebrate individual uniqueness, worth, and contributions while embracing diversity of people, backgrounds, experiences, and ideas. We are committed to the success of our students and employees.
Learning	We are committed to student learning and success. We value lifelong learning, informed engagement, social responsibility, and global citizenship.
Access and Opportunity	We value affordable and equitable access to higher education. We make every effort to eliminate or minimize barriers to access and support student success and completion of educational goals. We create opportunities for educational, personal, and economic success.
Quality and Excellence	We strive for excellence in all of our endeavors. We offer high-quality educational programs and services that are of value to our constituents. We are committed to high academic and professional standards, and to the continuous improvement of our educational programs, services, processes, and outcomes.
Creativity and Innovation	We value and support innovative and creative ideas and solutions that foster improvement and allow us to better serve our students and our community. We encourage entrepreneurial spirit.
Responsibility and Accountability	We value personal, professional, and institutional integrity, responsibility, and accountability. We believe in serving our constituents responsibly in order to preserve the public's trust. We strive to develop a culture of meaningful assessment and continuous improvement. We value inspired, informed, transparent, and responsible leadership and decision-making at all levels of the College. We value our environment and the conservation of our natural resources.
Collaboration and Partnerships	We value collaboration and actively pursue productive and mutually beneficial partnerships among people, institutions, organizations, and communities to share diverse ideas, talents, and resources.

Core Themes*

1. **Transfer Education**
2. **Professional-Technical Education**
3. **Basic Skills Education**
4. **Community Connections**

Strategic Initiatives • 2014 - 2019

I. **Student Learning and Success**
II. **Responsiveness**
III. **Performance and Accountability**

Strategic Goals • 2014 - 2019

1. Demonstrate a continued commitment to and shared responsibility for student learning and success
2. Meet the diverse and changing needs and expectations of our students and the community we serve
3. Support employee learning, growth, wellness, and success
4. Commit to continuous improvement and institutional effectiveness

* Core Themes were developed as part of the Northwest Commission on Colleges and Universities (NWCCU) accreditation process (Standard One). Merging Core Themes and Strategic Initiatives into one document allows the College to focus its planning efforts while meeting Idaho Code, SBOE and DFM guidelines, as well as NWCCU accreditation standards.

Core Themes and Objectives*

Core Theme 1: **Transfer Education**

Objective: To prepare students intending to transfer and who earn an Associate of Arts, Associate of Science, or Associate of Engineering degree for success at the baccalaureate level.

Core Theme 2: **Professional-Technical Education**

Objective: To prepare students for entry into a job or profession related to their field of preparation and study.

Core Theme 3: **Basic Skills Education**

Objective: To provide developmental courses in math, reading, writing, grammar, vocabulary, spelling, and English as a second language to assist students who need to raise existing skills to college-level competency.

Core Theme 4: **Community Connections**

Objectives: To meet the economic development and non-credit educational, social, cultural, and community support needs of the eight-county service region by making the college's human and physical resources available, including facilities and the expertise of faculty and staff.

*Each Objective under the Core Themes has Indicators of Achievement defined. These Indicators of Achievement can be found in the Core Theme planning documents.

Strategic Initiatives, Goals, Objectives, Performance Measures, and Benchmarks

Strategic Initiative I: Student Learning and Success

1. *Goal:* **Demonstrate continued commitment to and shared responsibility for <u>student learning and success</u>**

Objectives:

1.1. Provide quality educational programs and experiences that prepare students to reach their educational and career goals
1.2. Maintain high standards for student learning, performance, and achievement – academic rigor and integrity
1.3. Continually improve the quality and effectiveness of teaching and support services
1.4. Identify and reduce barriers to student learning, and develop clear pathways to student success
1.5. Develop students' intellectual curiosity and subject matter competence, as well as communication, critical thinking, creative problem-solving, interpersonal, and leadership skills
1.6. Encourage meaningful engagement and social responsibility
1.7. Ensure that our students gain the knowledge, skills, perspectives, and attitudes necessary to thrive in a global society and become responsible global citizens
1.8. Continue to improve educational attainment (persistence, retention, degree/certificate completion, transfer) and achievement of educational and career goals
1.9. Maintain a healthy, safe, and inviting learning environment that is conducive to learning
1.10. Develop and maintain mutually beneficial partnerships with K-12 schools, community colleges, four-year institutions, employers, industry, and other public and private entities that will allow us to help our students reach their educational and career goals

Performance Measure: <u>Student engagement</u>
Benchmark: <u>Academic challenge</u> - CCSSE[1] survey results will demonstrate academic challenge ratings at or above the national comparison group
<u>Student effort</u> - CCSSE survey results will demonstrate student effort ratings at or above the national comparison group
<u>Active and collaborative learning</u> - CCSSE survey results will demonstrate active and collaborative learning ratings at or above the national comparison group

[1] CCSSE – Community College Survey of Student Engagement

Performance Measure	2013	
	CSI	Ntl. CC Peer Colleges
Academic Challenge	51.9	49.7
Student Effort	50.9	49.3
Active and Collaborative Learning	50.2	49.3

Performance Measure: Retention/persistence rates
Benchmark: CSI's first-time full-time retention rate will be at or above the median for its IPEDS[2] peer group

Performance Measure	2013		2012		2011	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group
Retention Rate Full Time Students First-time, full-time, degree/certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	57% (574 / 1005) Fall 2011 Cohort	53%	54% (623 / 1148) Fall 2010 Cohort	54%	57% (611 / 1076) Fall 2009 Cohort	56%

Performance Measure: Technical skills attainment
Benchmark: At least 92% of PTE concentrators will pass a state approved Technical Skill Assessment (TSA) during the reporting year

Performance Measure: Licensure and certification pass rates
Benchmark: Maintain licensure and certification rates at or above state or national rates for all programs with applicable exams (and where the national/state rates are available)

Performance Measure: Employment status of professional-technical graduates
Benchmark: At least 95% of PTE completers will achieve a positive placement in the second quarter after completing the program

Performance Measure	2013
Technical Skills Attainment	92.7%
Licensure and Certification Pass Rates	92.7%
Employment Status of PTE Graduates	91.7%

[2] IPEDS – Integrated Postsecondary Education Data System

Performance Measure: Graduation rates
Benchmarks: CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group
The number of degrees and certificates awarded will increase by 3% per year

Performance Measure	2013		2012		2011	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group
Graduation Rate First-time, full-time, degree/certificate seeking students (IPEDS)	19% (200 / 1062) Fall 2009 Cohort	21%	17% (165 / 949) Fall 2008 Cohort	19%	18% (167 / 919) Fall 2007 Cohort	21%

Performance Measure: Transfer rates
Benchmarks: CSI's transfer-out rate will be at or above the median for its IPEDS peer group
The number of students transferring with a CSI degree will increase by 2% per year

Performance Measure	2013		2012		2011	
	CSI	IPEDS Comparison Group	CSI	IPEDS Comparison Group	CSI	IPEDS Comparis on Group
Transfer Rate First-time, full-time, degree/certificate seeking students (IPEDS)	14% (144 / 1062) Fall 2009 Cohort	20%	15% (138 / 949) Fall 2008 Cohort	20%	15% (139 / 919) Fall 2007 Cohort	21%

Strategic Initiative II: **Responsiveness**

2. *Goal:* **Meet the diverse and changing needs and expectations of our students and the community we serve**

Objectives:

2.1. Meet the diverse and changing *needs and expectations of our students*
- 2.1.1. Offer quality educational programs and support services that meet the needs of students with diverse backgrounds, preparation levels, abilities, and educational objectives
- 2.1.2. Maintain access and support student success
- 2.1.3. Provide university parallel curriculum for transfer students, state-of-the-art programs of professional-technical education, as well as

appropriate developmental education, continuing education, and enrichment programs

2.2. Meet the diverse and changing *needs and expectations of employers* in the area
  2.2.1. Provide workforce training and development, and industry certifications
  2.2.2. Ensure that the curricula provide the skills, knowledge, and experiences most needed by employers

2.3. Meet the diverse and changing *needs and expectations of the community* we serve
  2.3.1. Provide lifelong learning opportunities
  2.3.2. Serve as an engine for economic, social, and cultural development

Performance Measure: Enrollment and Full-Time Equivalency (FTE) - end-of-term unduplicated headcount, end-of-term total FTE, end-of-term academic FTE, end-of-term professional-technical FTE, annual unduplicated dual credit enrollment, annual dual credit FTE, end-of-term unduplicated developmental enrollment, end-of-term developmental FTE, annual non-credit workforce training enrollment, annual continuing education enrollment

Benchmark: Overall headcount will increase by 2% a year
Overall FTE will increase by 1% a year

Enrollment	FY 2010	FY2011	FY2012	FY 2013
Annual (unduplicated) Enrollment **Headcount** [1]	13,203	13,740	12,915	12,042
Professional Technical	2,392	1,869	1,578	1,354
Transfer	10,811	11,871	11,337	10,688
(PSR Annual Enrollment)				
Annual Enrollment **FTE** [1]	5,276.3	5,535.54	5,182.73	4,934.83
Professional Technical	1,013.9	1,111.57	1,031.13	961.43
Transfer	4,262.4	4,423.97	4,151.60	3,973.40
(PSR Annual Enrollment)				
Dual Credit				
- Unduplicated Headcount	2,460	2,412	2,685	2,774
- Enrollments	4,936	4,576	4,742	5,131
- Total Credit Hours	14,804	13,241	14,187	14,218
(SBOE Dual Credit Enrollment Report)				

Performance Measure: Affordability - tuition and fees
Benchmark: Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure	2013 - 14		
Tuition and Fee Charges	**CSI**	**NIC***	**CWI**
In-State	$110/credit	$124/credit	$136/credit
Out-of-State	$280/credit	$319/credit	$300/credit

**Charges vary slightly by credit level; numbers reflect 12 credit load.*

Performance Measure: Student satisfaction rates
Benchmarks: Student satisfaction – CCSSE survey results will demonstrate that over 92% of students would recommend CSI to a friend
Student satisfaction – CCSSE survey results will demonstrate that over 90% of students will evaluate their entire experience at CSI "Excellent" or "Good"

Proportion of students who …	2013
Respondent would recommend this college to a friend or family member	98%
Respondent would evaluate their entire educational experience at this college as either "Excellent" or "Good"	91%

Performance Measure: Employer satisfaction with PTE graduates
Benchmark: Survey results will demonstrate an overall (85% or higher) employer satisfaction with PTE graduates

Performance Measure	2013
Employer satisfaction with PTE graduates	88%

Strategic Initiative III: **Performance and Accountability**

3. *Goal:* **Support employee learning, growth, wellness, and success**

Objectives:

3.1. Recruit and retain faculty and staff who are committed to student learning and success
3.2. Support employees by providing the necessary information, resources, tools, training, and professional development needed to do their jobs effectively
3.3. Expect and reward competence, performance, excellent customer service, and contributions to the attainment of the institution's mission, goals, and objectives
3.4. Maintain competitive faculty and staff compensation that is comparable to that of our peer institutions
3.5. Improve the health and well-being of employees through health education and activities that support positive lifestyle changes, thereby resulting in improved morale, productivity, and healthcare cost savings

Performance Measure: Student-faculty interaction - CCSSE survey results will
Benchmark: demonstrate student-faculty interaction ratings at or above the national comparison group

Support for learners - CCSSE survey results will demonstrate ratings for learner support at or above the national comparison group.

Performance Measure	2013	
	CSI	Ntl. CC Peer Colleges
Student-Faculty Interaction	52.1	49.1
Support for Learners	50.4	49.0

Employee compensation competitiveness
CSI employee salaries will be at the median or above for comparable positions in the Mountain States Community College survey

Performance Measure			
	FY 14	FY 13	FY 12
Employee Salaries: Percentage of Median for CSI vs. Mountain States Community Colleges	93.4%	95.2%	94.1%

4. *Goal:* **Commit to continuous improvement and institutional effectiveness**

Objectives:

4.1. Ensure that the College's mission, vision, Core Themes, and Strategic Plan drive decision-making, resource allocation, and everyday operations
4.2. Continually assess and improve the quality, relevancy, efficiency, and effectiveness of our systems, programs, services, and processes
4.3. Implement Lean Higher Education (LHE) principles and practices
4.4. Employ meaningful and effective measures, methodologies, and technologies to accurately and systematically measure and continually improve institutional performance and effectiveness
4.5. Maintain the trust of our constituents through transparency, accountability, and responsible stewardship
4.6. Allocate, manage, and invest resources prudently, effectively, and efficiently
4.7. Aggressively pursue new revenue sources and grant opportunities
4.8. Implement cost-saving strategies while maintaining the quality of programs and services
4.9. Utilize appropriate information technologies that support and enhance teaching and learning, improve the accessibility and quality of services, and increase the effectiveness and efficiency of operations
4.10. Develop and implement facilities, systems, and practices that are environmentally sustainable and demonstrative responsible stewardship of our natural resources

Performance Measure: Alignment
Benchmark: Individual Development Plans (IDP) and Unit Development Plans (UDP) will be aligned with the College's mission, Core Themes, and Strategic Plan

The College's IDP and UDP process is in alignment with its mission, core themes and strategic plan.

Performance Measure: Outcomes assessment
Benchmark: Every course and program will demonstrate effective use of outcomes assessment strategies to measure student learning outcomes and for continuous improvement

As a requirement according to NWCCU (our regional accrediting agency), CSI's most recent evaluation indicated that the institution meets and/or exceeds this benchmark as indicated by a recent commendation regarding the institutional outcomes assessment protocol. Courses in all programs at CSI are required to enumerate outcomes and to measure them at the end of each course. These outcomes are then used to measure attainment of program outcomes which are reported in Program Outcomes Assessment reports on December 1st of each year.

Performance Measure: Lean Higher Education (LHE)
Benchmark: Implement at least two LHE projects per year

Current year LHE projects include: 1) Student placement scores are available online and are no longer distributed via paper forms unless requested, and 2) academic suspension contracts are not printed, but instead scanned and indexed to the student file.

Performance Measure: Total yearly dollar amount generated through external grants
Benchmark: Submit a minimum of $3,500,000 yearly in external grant requests with a 33% success rate

Performance Measure	2013	2012	2011
Total yearly dollar amount generated through external grants	$3,809117	$3,740,814	$4,066,363

Performance Measure: Cost of instruction per FTE
Benchmark: Maintain the cost of instruction per FTE as reported through IPEDS at or below that of our peer institutions (defined as community colleges in Idaho)

Performance Measure	2013
Instruction Expense per FTE:	
College of Southern Idaho	$ 3348
College of Western Idaho	$ 3573
North Idaho College	$ 4715

Note: Original Performance Measure Benchmark separated academic and PTE instructional costs into distinct measures, but this has been combined since this disaggregated data is not currently available. This measure is currently being refined.

External Factors

Various external factors outside CSI's control could significantly impact the achievement of the specific goals and objectives outlined in the Strategic Plan:

- Changes in the economic environment
- Changes in national or state priorities
- Significant changes in local, state, or federal funding levels
- Changes in market forces and competitive environment
- Circumstances of and strategies employed by our partners (e.g. K-12, higher education institutions, local industry)
- Supply of and competition for highly qualified faculty and staff
- Legal and regulatory changes
- Changes in technology
- Demographic changes
- Natural disasters, acts of war/terrorism

CSI will make every effort to anticipate and manage change effectively, establish and implement effective risk management policies and practices, and minimize the negative impacts of factors beyond the institution's control.

Part II. State Performance Measures

Performance Measure	2010	2011	2012	2013	Benchmark
Retention Rate Full Time Students First-time, full-time, degree/certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	54% (524 / 971) Fall 2008 Cohort	57% (611 / 1076) Fall 2009 Cohort	54% (623 / 1148) Fall 2010 Cohort	57% (574 / 1005) Fall 2011 Cohort	CSI's retention rate will be at or above the median for its IPEDS peer group.
Retention Rate Part-Time Students First-time, part-time, degree/certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	37% (119 / 324) Fall 2008 Cohort	31% (151 / 483) Fall 2009 Cohort	34% (169 / 491) Fall 2010 Cohort	40% (203 / 505) Fall 2011 Cohort	CSI's retention rate will be at or above the median for its IPEDS peer group.
Cost per credit hour [1] (IPEDS Finance and 12-Month Enrollment)	$ 277.23 ($37,874,900 / 136,619) 2008-09 year	$ 271.13 ($42,411,664 / 156,427) 2009-10 year	$ 227.97 ($37,642,948 / 165,122) (2010-11 year)	$ 232.44 ($38,130,642 / 164,045) (2011-12 year)	Maintain the cost of instruction per FTE at or below that of our peer institutions (defined as community colleges in Idaho).
Efficiency [2] (IPEDS Finance and Completions)	1.906 722 / $378.75) 2008-09 year	1.804 (765 / $424.12) 2009-10 year	2.277 (857 / $376.43) 2010-11 year	2.733 (1042 / $381.31) 2011-12 year	Maintain degree production per $100,000 instructional expenditures at or above that of our peer institutions (defined as community colleges in Idaho).
Tuition and fees Full-Time Part-Time	$1,200 $100/credit	$1,260 $105/credit	$1,320 $110/credit	$1,320 $110/credit	Maintain tuition and fees, both in-state and out-of-state, at or below that of our peer institutions (defined as community colleges in Idaho).
Graduation Rate First-time, full-time, degree/certificate seeking students (IPEDS)	18% (165 / 908) Fall 2006 Cohort	18% (167 / 919) Fall 2007 Cohort	17% (165 / 949) Fall 2008 Cohort	19% (200 / 1062) Fall 2009 Cohort	CSI's first-time full-time graduation rate will be at or above the median for its IPEDS peer group.
Transfer Rate First-time, full-time, degree/certificate seeking students (IPEDS)	14% (129 / 908) Fall 2006 Cohort	15% (139 / 919) Fall 2007 Cohort	15% (138 / 949) Fall 2008 Cohort	14% (144 / 1062) Fall 2009 Cohort	CSI's transfer-out rate will be at or above the median for its IPEDS peer group.
Employee Compensation Competitiveness	92.2%	93.5%	94.1%	95.2%	CSI employee salaries will be at the mean or above for comparable positions in the Mountain States Community College Survey. [3]
Total Yearly Dollar Amount Generated Through External Grants	$6,058,548	$4,066,363	$3,740,814	$3,809,117	Will submit a minimum of $3,500,000 yearly in external grant requests with a 33% success rate.

[1] Costs are derived from instructional, student services, academic support and institutional support expenses identified in the IPEDS Finance report divided by the annual credit hours in the IPEDS 12-Month Enrollment report for the corresponding year. This cost calculation formula is currently under review.

[2] Certificates (of at least 1 year or more) and Degrees awarded per $100,000 of Education and Related Spending (as defined by the IPEDS Finance expense categories of instruction, student services, academic support and institutional support) for the corresponding year. This Education and Related Spending calculation formula is currently under review.

[3] Each year a number of community colleges participate in the Mountain States Community College Survey. Information regarding full time employee salaries for reported positions is collected and listed in rank order. A mean and median range is determined for positions. In calculating this performance measure the College of Southern Idaho mean salary is divided by the Mountain States mean. The resulting percentage demonstrates how College of Southern Idaho salaries compare with other institutions in the Mountain States region.

Part III. Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2010	FY2011	FY2012	FY 2013
Annual (unduplicated) Enrollment	13,203	13,740	12,915	12,042
Headcount [1]	2,392	1,869	1,578	1,354
Professional Technical	10,811	11,871	11,337	10,688
Transfer				
(PSR Annual Enrollment)				
Annual Enrollment **FTE** [1]	5,276.3	5,535.54	5,182.73	4,934.83
Professional Technical	1,013.9	1,111.57	1,031.13	961.43
Transfer	4,262.4	4,423.97	4,151.60	3,973.40
(PSR Annual Enrollment)				
Degrees/Certificates Awarded	766	822	993	1,129
(IPEDS Completions)	2008-09	2009-10	2010-11	2011-12
Total degrees/certificates awarded per 100 FTE students enrolled	17.26	17.03	20.41	21.98
	(766 / 44.37)	(822 / 48.28)	(993 / 48.66)	(1,129 / 51.37)
(IPEDS Completions and IPEDS Fall FTE)	2008-09	2009-10	2010-11	2011-12
Workforce Training Headcount	4,861	5,218	4,426	3,368
Dual Credit				
- Unduplicated Headcount	2,460	2,412	2,685	2,774
- Enrollments	4,936	4,576	4,742	5,131
- Total Credit Hours	14,804	13,241	14,187	14,218
(SBOE Dual Credit Enrollment Report)				
Remediation Rate				
First-Time, First-Year Students Attending Idaho High School within Last 12 Months	74.7%	72.5%	69.5%	65.6%
	(1095 / 1466)	(923 / 1273)	(892 / 1284)	(820 / 1250)
(SBOE Remediation Report)				

[1] There have been enrollment processing and reporting changes over the period of this report. A new PSR Annual Enrollment report was developed as of FY12 with some minor differences in enrollment calculations from prior reports. In addition, CSI continues to revise the process for determining a student's headcount affiliation (Transfer vs. PTE).

College of Southern Idaho
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College of Western Idaho

Institutional Effectiveness

Updated February 2014
Board of Trustee Approval Feb 2014

Strategic Plan 2015 - 2019

MISSION

The College of Western Idaho is a public, open-access, and comprehensive community college committed to providing affordable access to quality teaching/learning opportunities to the residents of its service area in Western Idaho.

VISION

The College of Western Idaho provides affordable, quality teaching and learning opportunities for all to excel at learning for life

CORE THEMES

Professional technical programs
General education courses/programs
Basic skills courses
Community outreach

CORE VALUES

Acting with integrity
Serving all in an atmosphere of caring
Sustaining our quality of life for future generations
Respecting the dignity of opinions
Innovating for the 21st Century
Leaving a legacy of learning

STATUTORY AUTHORITY

This plan has been developed in accordance with Northwest Commission on Colleges and Universities (NWCCU) and Idaho State Board of Education standards. The statutory authority and the enumerated general powers and duties of the Board of Trustees of a junior (community) college district are established in Sections 33-2101, 33-2103 to 33-2115, Idaho Code.

Mail Stop 1000 P.O. Box 3010 Nampa, Idaho 83653 phone 208.562.3505 fax 208.562.3538 www.cwidaho.cc

STRATEGIC PRIORITIES, OBJECTIVES, and MEASURES

GOAL 1: Student Success

CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals).

Objective 1	**CWI will improve student retention and persistence**

Performance Measures	• Course Completion rates will meet or exceed 80% by 2019
	• Semester-to-Semester Persistence rates will meet or exceed 80% by 2019
	  • *Baseline: 73% FA12 to SP13*
	• Fall-to-Fall Retention Rates will meet or exceed 55% by 2019
	  • *Baseline: 47% FA12 to FA13*
	• Establish VFA reporting cohorts effective FA14

Objective 2	**CWI will improve student degree and certificate completion**

Performance Measures	• CWI will grant 750 AA, AS, and AAS degrees annually by 2019
	  • *Baseline: 689 in AY 2012-2013*
	• CWI will grant 250 technical certificates annually by 2019
	  • *Baseline: 88 in AY 2012-2013*
	• CWI will grant 9,300 certificates of completion annually by 2019 through BP/WD non-credit programs
	  • *Baseline: 7,671 issued FY13*

Objective 3	**CWI will provide support services that improve student success**

Performance Measures	• Prospect to enrolled matriculation rate will meet or exceed 20% by 2019.
	  • *Baseline: 18.6% in SP14*
	• Persistence Rate first to second semester of enrollment for "1st time college attenders will meet or exceed 77% by 2019.
	  • *Baseline: 70% FA12 to SP13*
	• Completion Rate within 150% of program/major requirements will meet or exceed the CC national average of 19.6% by 2019.
	  • Baseline: 14% in Spring 2012
	• Students completing program/major with less than 90% of average loan debt by 2019.
	• An E&SS composite score on its annual survey increase to 95% by 2019.
	• Utilization of Tutoring Services/Student Success Center
	• CWI will provide tutoring support services that result in a penetration rate of 40% by 2019
	  • *Baseline: 30% in 2012*
	• Cost per Credit Hour will compare favorably to our peer institutions
	  • *Baseline: FY12 $182.38*
	• Degrees/Certificates awarded per $100,000 will compare favorably to our peer institutions
	  • *Baseline: 2.06 in 2013*

Objective 4	**CWI will develop educational pathways and services to improve accessibility**

Performance Measures	• By 2019, 60% of Students who complete college prep course work will earn a C or better in the corresponding gateway course
	  • *Baseline: 25% FA12*
	• Dual credits awarded to high school students will increase to 17,000 credits by 2019
	  • *Baseline: 13,000 credits in 2013*
	• Annual online enrollment will reach 20,000 (seats filled) by 2019.
	  • *Baseline: 17,000 in 2013*

GOAL 2: Employee Success

CWI values its employees and is committed to a culture of individual, team, and institutional growth which is supported and celebrated.

Objective 1	**Employees will have the resources, information, and other support to be successful in their roles**

Performance Measures	• >=65% of IT Help Desk tickets are resolved upon initial contact
	• FTE/Benefited positions 90% filled
	• Average time to fill open job requisitions <= 5 weeks
	• >= 80 % agree/strongly agree on annual Employee Survey questions listed below:
	  • CWI does a good job of meeting the needs of staff / faculty
	  • *Baseline: 49.44% on 2013 survey*
	  • I have the information I need to do my job well
	  • *Baseline: 68.53% on 2013 survey*
	  • My department has the budget needed to do its job well
	  • *Baseline: 49.68% on 2013 survey*
	  • My department has the staff needed to do its job well
	  • *Baseline: 41.41% on 2013 survey*

Objective 2	**CWI will provide employees with professional development, training and learning opportunities**

Performance Measures	• Each employee, on average, completes at least 24 hours of development each year
	• CWI offers >=2 training/development offerings each month (in addition to CWI classes offered to students)
	• >= 80 % agree/strongly agree on annual Employee Survey questions listed below:
	  • I have adequate opportunities for training to improve my skills
	  • *Baseline: 59.67% on 2013 survey*
	  • I have adequate opportunities for professional development
	  • *Baseline: 61.09% on 2013 survey*

Objective 3	**Provide clear expectations for job performance and growth opportunities**

Performance Measures	• >=80% agree/strongly agree on annual Employee Survey questions listed below:
	  • My job description accurately reflects my job duties
	  • *Baseline: 64.94% on 2013 survey*
	  • My responsibilities are communicated clearly to me
	  • *73.03% on 2013 survey*
	  • My department or work unit has written, up-to-date objectives
	  • *Baseline: 61.78% on 2013 survey*
	  • I have adequate opportunities for advancement
	  • *Baseline: 36.38% on 2013 survey*

Objective 4	**Promote a culture to recognize employee excellence**

Performance Measures	• >=75% of our annual recognition budget is awarded
	• >= 80 % agree/strongly agree on annual Employee Survey questions listed below:
	  • CWI consistently follows clear processes for recognizing employee achievements
	  • *Baseline: 37.81% on 2013 survey*
	  • The work I do is appreciated by my supervisor
	  • *Baseline: 83.96% on 2013 survey*

GOAL 3: Fiscal Stability

The College of Western Idaho will operate within its available resources and implement strategies to increase revenue, while improving operating efficiencies.

Objective 1	**CWI will operate using an annual balanced budget, will actively manage expenditures, and create operational efficiencies**

Performance Measures	• Develop and implement at least 2 metrics each year to more actively identify revenue & expense characteristics
	  • *Baseline: Identify specifics of tuition & fee revenue sources (Academic, Dual Credit, PTE) in FY 2014, for projection into FY 2015*
	• Conduct 3 intensive and 3 less-intensive college business activities analyses each year to reduce inefficiencies and waste.
	• Incorporate student fees for strategic reserve, into annual operating budget
	  • *Baseline: included since FY 2012. Will continue each fiscal year*

Objective 2	**CWI will maintain the integrity of existing revenue streams and will actively seek out new forms of revenue consistent with the College's mission**

Performance Measures	• Be responsive to the requirements of funding agencies to ensure the integrity of our existing revenue
	  • *Baseline: 100% compliance with respect to budget/grant requests to funding agencies*
	• Advocate for additional state funding to achieve parity with other Idaho Community Colleges by 2019
	  • *Baseline: increased budget request to state each year since FY 2009. Future increase requests based upon state budget guidelines and CWI Line Items (unrestricted)*
	• Seek out at least 5 additional grant opportunities each year
	• Reapply for all applicable ongoing grants with greater than 90% renewal each year
	• Increase amount of monetary awards through grants by 10% each year
	• Reduce the number of students sent to collections by 5% each year
	• Increase annual revenue growth in BP/WD by 10% each year

Objective 3	**CWI will work to maintain and enhance its facilities & technology and actively plan for future space and technology needs**
Performance Measures	• Maximize facility utilization rates to a threshold of 90% by 2019 • >=75% completion of technology work-plan each year • *Baseline: None established as work-plan is in first year*

GOAL 4: Community Connections

The College of Western Idaho will implement a variety of educational and developmental programs to bring the college into the community in meaningful ways.

Objective 1	**CWI creates and delivers educational programs and services to the community through short-term training programs which foster economic development**

Performance Measures	• Increase the number of people served through Business Partnerships/Workforce Development by 10% each year
	  • *Baseline: 8,163 Students Served in Fiscal Year 2013*
	• Business Partnerships/Workforce Development participant survey reflects at least 85 percent positive satisfaction
	  • *Baseline: 94.71% positive satisfaction reported on course evaluations in Fiscal Year 2013*

Objective 2	**CWI engages in educational, cultural, and organizational activities that enrich our community**

Performance Measures	• Increase the number of hours CWI facilities are used by non-CWI organizations
	  • *Baseline: Non-CWI organizations used CWI facilities for a total of 1,042 hours in Fiscal Year 2014*
	• Participate in at least 50 events that support community enrichment each year
	• Increase Basic Skills Education to the 8 non-district counties in southwest Idaho
	  • *Baseline: Basic Skills Education served five of the eight non-district counties in southwest Idaho in Fiscal Year 2014*
	• CWI student-to-community engagement will exceed 6000 hours annually
	  • *Baseline: Students in CWI's Academic Transfer programs completed 8,372 student-to-community hours in the 2013-14 Academic Year*

Objective 3	**Expand CWI's community connections within its service area**

Performance Measures	• Every Professional Technical Education program has a Technical Advisory Committee with local business and industry members
	  • *Baseline: 100% of CWI's established Professional Technical Education programs had an active Technical Advisory Committee in the 2013-14 Academic Year*
	• Active engagement with all high schools in CWI service area
	  • *Baseline: CWI Outreach participated in 185 high school visits during Fiscal Year 2014*
	• Increase the number of community organizations reached each year
	• Increase number of business partnerships

GOAL 5: Institutional Sustainability

The College of Western Idaho (CWI) finds strength through its people and viability in its operations and infrastructure; therefore the institution will continually evaluate the colleges' health to ensure sustainability.

Objective 1	**CWI will promote the college's health and wellbeing**

Performance Measures	• On annual Employee Survey questions listed below:
	  • >= 70% agree/strongly agree on Overall Employee Satisfaction by 2019
	  • *Baseline: 88.59% on 2013 survey*
	  • <=25% disagree/strongly disagree to There are effective lines of communication between departments by 2019
	  • *Baseline: 33% on 2013 survey*

Objective 2	**CWI will have effective and efficient infrastructure**
Performance Measures	• CWI will consolidate locations & target development of 2 major campuses in Ada & Canyon Counties by 2019 • <= 20 % disagree/strongly disagree to "CWI has clearly written and defined procedures" by 2019 • *Baseline: 24.95% on 2013 survey* • CWI will reduce utility consumption (units consumed) by 10% by 2019 on college owned properties • CWI will optimize its' Core Information & Technology (IT) Network by achieving an annual target of 99.99% network availability

EXTERNAL FACTORS

There are a number of key external factors that can have significant impact on our ability to fulfill our mission and institutional priorities in the years to come. Some of these include:

- Continued revenue. Over a quarter of CWI's revenue comes from State of Idaho provided funds (general fund, PTE, etc.) Achieving parity with the state's other community colleges is a stated objective within our strategic plan. Ongoing state funding is vital to the continued success of CWI.
- Enrollment. CWI is actively engaged in recruiting and retention efforts in all of its facets. With nearly 50% of revenue generated by active enrollments, it is critical that CWI reach out in meaningful ways to its service area to support ongoing learning opportunities for the community and maintain fiscal stability for the college.
- Economy. Recent years have shown that the state and national economy have significant impacts on the success of higher education.

For Additional Information Regarding The

College Of Western Idaho

2015-2019 Strategic Plan

Contact:

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North Idaho College

North Idaho College Strategic Plan

SP Version 2014

2015 – 2019

Mission

North Idaho College meets the diverse educational needs of students, employers, and the northern Idaho communities it serves through a commitment to student success, educational excellence, community engagement, and lifelong learning.

Vision

As a comprehensive community college, North Idaho College strives to provide accessible, affordable, quality learning opportunities. North Idaho College endeavors to be an innovative, flexible leader recognized as a center of educational, cultural, economic, and civic activities by the communities it serves.

Accreditation Core Themes

The college mission is reflected in its three accreditation core themes:

- Student Access and Achievement
- Effective Teaching and Learning
- Commitment to Community

Key External Factors

- Changes in the economic environment
- Changes in local, state, or federal funding levels
- Changes in local, state, or national educational priorities
- Changes in education market (competitive environment)

Values

North Idaho College is dedicated to these core values which guide its decisions and actions.

Goal 1 – Student Success: A vibrant, lifelong learning environment that engages students as partners in achieving educational goals to enhance their quality of life

Objectives

1) Provide innovative, progressive, and student-centered programs and services.
2) Engage and empower students to take personal responsibility and to actively participate in their educational experience.
3) Promote programs and services to enhance access and successful student transitions.

Performance Measures

- Percentage of full-time, first-time and new transfer-in students who a) were awarded a degree or certificate, b) transferred without an award to a 2- or 4-year institution, c) are still enrolled, and d) left the institution within six years.
  Benchmark: To be determined after Year One submission of the VFA

- Total number of employers (out of total respondents) who indicate satisfaction with overall preparation of completers
  Benchmark: 80% of employers indicate satisfaction with preparation of completers
- Career Program Completers, percent employed in related field
  Benchmark: 65% employed
- Fall to Spring Persistence Rate, credit students
  Benchmark: 84% persist
- First-time, full-time, student retention rates
  Benchmark: 63%
- First-time, part-time, student retention rates
  Benchmark: 45%

Goal 2 - Educational Excellence: High academic standards, passionate and skillful instruction, professional development, and innovative programming while continuously improving all services and outcomes

Objectives
1) Evaluate, create and adapt programs that respond to the educational and training needs of the region.
2) Engage students in critical and creative thinking through disciplinary and interdisciplinary teaching and learning.
3) Strengthen institutional effectiveness, teaching excellence and student learning through challenging and relevant course content, and continuous assessment and improvement.
4) Recognize and expand faculty and staff scholarship through professional development.

Performance Measures
- Student Learning Outcomes Assessment goals achieved in general education
  Benchmark: 80% percent or more of annual assessment goals are consistently met over 3-year plan
- Full-time to Part-time faculty ratio
  Benchmark: 1.3 to 1.0 ratio
- NIC is responsive to faculty and staff professional development needs
  Benchmark: Maintain or increase funding levels available for professional development
- Licensure pass rates at or above national pass rates
  Benchmark: Maintain or improve current pass rates
- Dual Credit students who enroll at NIC as degree-seeking postsecondary students as a percentage of total headcount
  Benchmark: Sustain or increase
- All instructional programs submit annual summary reports documenting program improvements
  Benchmark: 20% of total programs per year over five years until fully implemented

Goal 3 - Community Engagement: Collaborative partnerships with businesses, organizations, community members, and educational institutions to identify and address changing educational needs

Objectives
1) Advance and nurture relationships throughout our service region to enhance the lives of the citizens and students we serve.
2) Demonstrate commitment to the economic/business development of the region.
3) Promote North Idaho College in the communities we serve.
4) Enhance community access to college facilities.

Performance Measures

- Distance Learning proportion of credit hours
  Benchmark: Increase by 2% annually for a total of 25%
- Dual Credit annual credit hours in the high schools
  Benchmark: Increase by 5% annually
- Dual Credit annual credit hours taught via distance delivery
  Benchmark: Increase by 5% annually
- Market Penetration (Credit Students): Unduplicated headcount of credit students as a percentage of NIC's total service area population
  Benchmark: 3.60%
- Market Penetration (Non-Credit Students): Unduplicated headcount of non-credit students as a percentage of NIC's total service area population
  Benchmark: 3%
- Percentage of student evaluations of community education courses reflect a satisfaction rating of above average
  Benchmark: 85% of total number score a satisfaction rating of above average

Goal 4 – Diversity: A learning environment that celebrates the uniqueness of all individuals and encourages cultural competency

Objectives

1) Foster a culture of inclusion.
2) Promote a safe and respectful environment.
3) Develop culturally competent faculty, staff and students.

Performance Measures

- Number of students enrolled from diverse populations
  Benchmark: Maintain a diverse, or more diverse population than the population within NIC's service region
- Participation in sponsored events that promote diversity awareness
  Benchmark: To be defined in 2015
- Number of course outcomes related to multiculturalism, pluralism, equity, and diversity
  Benchmark: Maintain or Increase
- Students who respond "quite a bit or very much" to CCSSE survey question: "Does the college encourage contact among students from different economic, social and racial or ethnic backgrounds?"
  Benchmark: Increase by 2% annually until the national average is met or exceeded

Goal 5 – Stewardship: Economic and environmental sustainability through leadership, awareness, and responsiveness to changing community resources

Objectives

1) Exhibit trustworthy stewardship of resources.
2) Demonstrate commitment to an inclusive and integrated planning environment.
3) Explore, adopt, and promote initiatives that help sustain the environment.

Performance Measures

- Dollars secured through the Development Department via private donations and grants
  Benchmark: $2,000,000

- College-wide replacement schedule for personal computers
  Benchmark: 100% of the computers are replaced within the 42 month window
- Improved consumption and emissions result in dollars saved
  Benchmark: Sustain or Increase
- Tuition and Fees for full-time, in-district students (full academic year)
  Benchmark: Maintain greater than 60% against comparator institutions

<u>The following system wide performance measures were requested by the Idaho State Board of Education:</u>

- Graduation Rate - Total degree production
  Benchmark: *To compare favorably (at or below the mean) to that of our peer institutions*
  Status: *1,083 awards*

- Graduation Rate - Unduplicated headcount of graduates & percent of graduates to total unduplicated headcount
  Benchmark: *To compare favorably (at or below the mean) to that of our peer institutions*
  Status: *12.46% graduation rate (based on 1,038 graduates and 8,329 total unduplicated headcount)*

- Retention Rate - Total first-time, full-time and new transfer-in students that are retained or graduate the following year
  Benchmark: *To be determined after Year One submission of the VFA*
  Status: *57.8%*

- Cost of College – Cost per credit hour to deliver education
  This measure is tentative pending further review (per Carson Howell, SBOE)
  Benchmark: *To compare favorably (at or below the mean) to that of our peer institutions*
  Status: *$237.83 (based on $40,368,009 and 169,731.6 credits)*

- Efficiency - Certificate (of at least one year or more) and degree completions per $100,000 of education and related spending by institutions
  This measure is tentative pending further review (per Carson Howell, SBOE)
  Benchmark: *To compare favorably (at or below the mean) to that of our peer institutions*
  Status: *2.12 (based on $40,368,009 and 856 awards)*

- Dual Credit – Total annual credit hours
  Benchmark: *This measure is an input from the K-12 system and is not benchmarkable, per SBOE*
  Status: *10,039*

- Dual Credit – Unduplicated Annual Headcount
  Benchmark: *This measure is an input from the K-12 system and is not benchmarkable, per SBOE*
  Status: *888*

University of Idaho

AGRICULTURAL RESEARCH & EXTENSION SERVICE

STRATEGIC PLAN

2015-2019

COLLEGE OF AGRICULTURAL AND LIFE SCIENCES
Agricultural Research and Extension Service
Strategic Plan
2015-2019

MISSION STATEMENT
The College of Agricultural and Life Sciences fulfills the intent and purpose of the land-grant mission and serves the food-industry, people and communities of Idaho and our nation:

- through identification of critical needs and development of creative solutions,
- through the discovery, application, and dissemination of science-based knowledge,
- by preparing individuals through education and life-long learning to become leaders and contributing members of society,
- by fostering the healthy populations as individuals and as a society,
- by supporting a vibrant economy, benefiting the individual, families and society as a whole.

VALUES STATEMENT
The College of Agricultural and Life Sciences values:

- excellence in creative discovery, instruction and outreach,
- open communication and innovation,
- individual and institutional accountability,
- integrity and ethical conduct,
- accomplishment through teamwork and partnership,
- responsiveness and flexibility,
- individual and institutional health and happiness.

VISION STATEMENT
We will be the recognized state-wide leader and innovator in meeting the state's current and future challenges to create healthy individuals, families and communities, and enhance sustainable food systems respected regionally and nationally through focused areas of excellence in teaching, research and outreach with extension serving as a critical knowledge bridge between the University of Idaho, College of Agricultural and Life Sciences, and the people of Idaho.

Goals

Teaching and Learning: Enable student success in a rapidly changing world through transformed teaching and learning.

Objective:

1. Build adaptable, integrative curricula and pedagogies.
   Performance Measure: Approved ISEM 301 course listed in spring 2014 course catalog.
   Benchmark: Approved ISEM 301 course listed in spring 2014 course catalog.

2. Increase the number of course offerings via distance learning.
   Performance Measure: Exploration of additional course offerings to meet students' curricular needs to support timely degree completion for on-campus and off-campus programs.
   Benchmark: 10% increase in distance course offerings from CALS

Scholarly and Creative Activity: Promote excellence in scholarship and creative activity to enhance life today and prepare us for tomorrow.

Objectives:

1. Increase grant submissions and awards from agencies, commissions, foundations, and private industry by all tenure and non-tenure track faculty, staff, and administration for scholarship and creative activities in research, extension, and teaching.
   Performance Measure: Number of grant proposals submitted per year, number of grant awards received per year, and amount of grant funding received per year
   Benchmark: Five percent increase per year in the number of grants submitted.

2. Increase grants awarded to faculty by hiring grant specialists to assist in identifying funding opportunities and grant writers to assist in proposal development
   Performance Measures: Availability and use of grant specialists and grant writers, number of grants identified by grant specialists and, number of grants submitted using the services of a grant writer
   Benchmark: Attain an average of $20 million in extramural funding across research, extension, and teaching scholarship during the 2015-2017 time period

3. Allocate resources preferentially to defined college Programs of Distinction and departmental areas of excellence, and to emerging Programs of Distinction and areas of excellence

Performance Measures: Funds or in-kind donations acquired through development, endowments, and collaborations with public and private organizations
Benchmark: Attain $40 million by 2016 as aligned with UI campaigns

4. Facilitate the formation of Programs of Distinction teams and other interdisciplinary teams to identify and address key research problems and opportunities
   Performance Measures: Number of interdisciplinary teams formed
   Benchmark: Formation of four or more interdisciplinary teams that will develop Programs of Distinction by December 2014

5. Provide competitive funding for planning and reward faculty participation in interdisciplinary programs by providing necessary incentives and training to improve competitiveness of center- or team-based grant proposals.
   Performance Measures: Number of competitive grant proposals submitted and awarded
   Benchmark: Be awarded 4 to 5 large, longer term competitive grants that are led by faculty by 2016

Outreach and Engagement: Meet society's critical needs by engaging in mutually beneficial partnerships.

1. Actively participate in identifying, developing, and implementing Programs of Distinction and areas of excellence.
   Performance Measures: Programs of Distinction identified, work plans created, and measures of effectiveness established for each Program of Distinction by 2014; measures assessed annually thereafter
   Benchmark: Twenty percent of faculty working effectively in Programs of Distinction and engaged with clientele and stakeholders

2. Redirect internal resources and recruit industry and agency funding for student internships and student service learning projects that support outreach and engagement in priority areas.
   Performance Measures: Amount of funding redirected and recruited annually; number of students engaged in internships and in service learning projects during their undergraduate or graduate programs
   Benchmark: By 2017, funding for internships and student projects doubled (2013 baseline); number of students involved in internships doubled (2013 baseline);

and number of students involved in service learning projects doubled (2013 baseline)

3. Recognize faculty for outreach and engagement accomplishments as part of annual evaluation, promotion and tenure
   Performance Measures: Unit administrators recognize, value, and reward significant outreach and engagement outcomes and impacts
   Benchmark: Unit administrators can clearly communicate outcomes and impacts resulting from outreach and engagement accomplishments of their faculty

4. Expand the role of all advisory boards by utilizing the networking capabilities of advisory board members to enhance partnership development
   Performance Measures: Partnerships developed through collaborative efforts with advisory board members, Development, and administration
   Benchmark: Outreach and engagement programming enhanced through partnerships with key agencies, organizations, and foundations

5. Market outcomes of Programs of Distinction and areas of excellence through college publications, popular press articles, and presentations to decision makers and stakeholders.
   Performance Measures: Number of articles featuring outcomes and impacts of Programs of Distinction and areas of excellence; number of major presentations featuring Programs of Distinction and areas of excellence outcomes and impacts
   Benchmark: Outcomes of Programs of Distinction and areas of excellence have been documented and reported to stakeholders and decision makers by 2017

Organization, Culture and Climate: Be a purposeful, ethical, vibrant and open community.

1. Include an emphasis on diversity by providing multi-cultural events and training opportunities or by participating in University sponsored activities.
   Performance Measures: Number of faculty and staff who complete a multi-cultural competency training in addition to increased faculty, staff, and student participation in multi-cultural events or UI sponsored activity.
   Benchmark: Increased diversity awareness among faculty, staff, and students.

2. Seek private and public funding for scholarships to increase enrollment by underrepresented groups
   Performance Measures: Amount of funding raised
   Benchmark: Double the scholarships over 5 years.

3. Utilize established university policies and procedures to address problematic behaviors
   Performance Measures: Number of reported incidences and investigations
   Benchmark: Reduce the number of reported incidences and investigations relative to the average of the previous five years

4. Encourage faculty and staff participation in conflict resolution and/or management training offered by UI Professional Development & Learning office.
   Performance Measures: Number of participants completing conflict resolution and/or management training
   Benchmarks: 100% participation

External Factors:

Loss of essential personnel: Comparisons of salary and benefits with peer institutions limits our ability to hire and retain highly qualified individuals within the Agricultural Research and Extension Service.

Cultivation of Partnerships: We continue to cultivate partnerships to maintain the agricultural research and extension system. Although to date these efforts have been successful, these efforts are very time consuming and take many months to reach agreement and produce revenue streams to help maintain this system and meet our land grant mission.

Statewide Infrastructure Needs: Our ability to fund infrastructure maintenance and improvements to maintain our research intensive facilities remains limited. As mentioned in previous years, this clearly impacts our ability to obtain external grant funding and develop collaborative partnerships with state, federal, and private entities and other institutions.

University of Idaho - Agricultural Research and Extension

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

The Agricultural Research and Extension Service (ARES) is part of the Land-Grant system established by the Morrill Act of 1862. The University of Idaho Cooperative Extension System, established in 1915 under the Smith-Lever Act of 1914, conducts educational outreach programs to improve the quality of life for Idaho citizens by helping them apply the latest scientific technology to their communities, businesses, lives and families. The Idaho Agricultural Experiment Station, established in 1892 under the Hatch Act of 1887, conducts fundamental and applied research to solve problems and meet the needs in Idaho's agriculture, natural resources, youth and family and related areas.

Core Functions/Idaho Code

Conduct educational outreach programs through the University of Idaho Cooperative Extension system. Conduct fundamental and applied research programs through the Idaho Agricultural Experiment Station.

Ag Research and Extension

Revenue and Expenditures:

Beginning Fund Balance	FY 2010	FY 2011	FY 2012	FY 2013
	$ 0	$ 0		$ 0
Revenue	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
General Fund	$ 23,490,500	$22,559,000	$22,559,000	$23,604,100
Federal Grant	3,919,138	4,369,246	3,909,353	5,333,566
Misc Revenue	0	0	0	0
Restricted Equine Education	5,220	4,444	24,014	14,557
Total	**$ 27,414,858**	**$ 26,932,690**	**$26,492,367**	**$28,952,223**
Expenditure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
Personnel Costs	$ 25,275,336	$22,504,806	$21,946,299	$22,381,690
Operating Expenditures	1,881,705	3,149,265	3,554,785	4,413,296
Capital Outlay	263,631	657,726	969,866	2,208,280
Trustee/Benefit Payments	0	0	5,109	2,333
Total	**$ 27,420,672**	**$26,311,807**	**$26,475,059**	**$29,005,599**
Ending Fund Balance	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
	$ 0	$ 0	0	$ 0

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2010	FY 2011	FY 2012	FY 2013
Number of Youth Participating in 4-H	36,383	33,175	33,163	34,769
Number of Individuals/Families Benefiting from Outreach Programs	412,489	366,275	338,523	358,227
Number of Technical Publications (research results) Generated/Revised	155 (CES)	341 (170 CES)	187 (CES)	179 (CES)

University of Idaho - Agricultural Research and Extension

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmark
Integrated Seminar (ISEM) courses listed	0	0	0	3	1
Number of courses or sections of distance course offerings	148	158	121	135	10% Annual Increase
Value and number of grant proposals submitted	$59.3M 369	$53.7M 318	$36.3M 299	$32M 312	5% Annual Increase
Value and number of grants awarded	$18.2M 226	$21.9M 194	$11.7M 168	$15.6M 150	$20M
Number of long-term competitive grants awarded	1	2	1	1	5
Value of donations received	$5.8M	$5.1M	$6.1M	$6.7M	$10M Annually
Interdisciplinary teams formed	1	2	2	3	4
Percentage of faculty working in Programs of Distinction	0	0	1%	8%	20%
Students involved in internships and student projects	99	110	90	105	Double in 5 years
Dollar Value of External Funds Generated Through Partnerships to Support Agricultural Research Centers	$528K	$554K	$624K	$566K	$1M
Number of faculty and staff completing multi-cultural competency training	6%	5%	4.6%	1.8%	100%

For More Information Contact

University of Idaho-Agricultural Research and Extension

Performance Measurement Report

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University of Idaho
Forest Utilization Research and Outreach (FUR)

STRATEGIC PLAN

2015-2019

Forest Utilization Research and Outreach (FUR)

MISSION

The Forest Utilization Research and Outreach (FUR) program is located in the College of Natural Resources at the University of Idaho. Its purpose is to increase the productivity of Idaho's forests and rangelands by developing, analyzing, and demonstrating methods to improve land management and related problem situations such as post-wildfire rehabilitation using state-of-the-art forest and rangeland regeneration and restoration techniques. Other focal areas include sustainable forest harvesting and livestock grazing practices, including air and water quality protection, as well as improved nursery management practices, increased wood use, and enhanced wood utilization technologies for bioenergy and bioproducts. In addition the Policy Analysis Group follows a legislative mandate to provide unbiased factual and timely information on natural resources issues facing Idaho's decision makers. Through collaboration and consultation FUR programs promote the application of science and technology to support sustainable lifestyles and civic infrastructures of Idaho's communities in an increasingly interdependent and competitive global setting.

OUTCOME-BASED VISION STATEMENT

The scholarly, creative, and educational activities related to and supported by Forest Utilization Research and Outreach (FUR) programs will lead to improved capabilities in Idaho's workforce to address critical natural resource issues by producing and applying new knowledge and developing leaders for land management organizations concerned with sustainable forest and rangeland management, including fire science and management, and a full range of forest and rangeland ecosystem services and products. This work will be shaped by a passion to integrate scientific knowledge with natural resource management practices. All FUR programs will promote collaborative learning partnerships across organizational boundaries such as governments and private sector enterprises, as well as landowner and non-governmental organizations with interests in sustainable forest and rangeland management. In addition, FUR programs will catalyze entrepreneurial innovation that will enhance stewardship of Idaho's forest and rangelands, natural resources, and environmental quality.

GOALS & OBJECTIVES

Goal 1: Scholarship and Creativity

Achieve excellence in scholarship and creative activity through an institutional culture that values and promotes strong academic areas and interdisciplinary collaboration among them.

Objective A: Promote an environment that increases faculty, student, and constituency engagement in disciplinary and interdisciplinary scholarship.

Strategies:

1. Upgrade and development of university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship that advances the college's strategic themes and land-grant mission directly linked to FUR.
2. Establish, renew, remodel, and reallocate facilities to encourage funded collaborative disciplinary and interdisciplinary inquiry in alignment with FUR programs in forest operations and nursery management as well as the UI Experimental Forest, Rangeland Center, and Policy Analysis Group.

Performance Measure:

- Funding from non-FUR sources leveraged by FUR-funded laboratories, field facilities, and research, outreach, and teaching programs. benchmarks.

Benchmark:
3:1 ratio, which means every one dollar of FUR appropriated funds leverages at least three dollars of non-FUR funds attained from other sources (**Table 1**).

Objective B: Emphasize scholarly and creative outputs that reflect our research-extensive and land-grant missions, the university and college's strategic themes, and stakeholder needs, especially when they directly support our academic programming in natural resources.

Strategies:

1. Enhance scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho that improve forest and rangeland productivity, regeneration, and rehabilitation, including nursery management practices, fire science and management, and a full range of ecosystem services and products, including environmental quality.
2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses — such as timber harvesting and processing, regeneration and rehabilitation firms, working livestock ranches, as well as governmental and non-governmental enterprises and operating units.
3. Conduct research and do unbiased policy analyses to aid decision-makers' and citizens' understanding of natural resource and land use policy issues.

Performance Measures:

- Number of research project cases managed and/or services provided by each FUR program segment (**Table 2**);
- Number of new research projects each year that will lead to scholarship and creativity products (**Table 1**);
- Number of research studies completed per year (**Table 1**); and
- Number of publications each year (**Table 1**); including research reports, refereed journal articles, and other publications, as well as licensed and/or patented products given credibility by external review processes.

Benchmark:
Number of ongoing and new research projects either averaged over a selected period of time or established as FUR program segment operational targets, with an ongoing objective for benchmarks to stay the same or increase based on investment levels in different FUR program segments.

Goal 2: Outreach and Engagement

Engage with the public, private and non-profit sectors through mutually beneficial partnerships that enhance teaching, learning, discovery, and creativity.

Objective A: Build upon, strengthen, and connect the College of Natural Resources with other parts of the University to engage in mutually beneficial partnerships with stakeholders to address areas targeted in FUR program segments and deliver products and services.

Strategies:

1. Enhance the capacity of the College of Natural Resources to engage with communities by involving faculty and students in programs relevant to local and regional issues associated with forest and rangeland management and the maintenance of environmental quality.
2. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations.
3. Foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests and rangelands while enhancing air and water quality.

Performance Measures:

- Number of service project cases managed and/or key services provided to communities in the state and region, government agencies, non-governmental organizations, private businesses and landowners (**Table 2**).
- Number of workshops and other outreach and engagement activities conducted (**Table 1**).

Benchmark:
Number of outreach and engagement activities with audiences identified above either averaged over a selected period of time or established as FUR program segment operational targets.

Goal 3: Teaching and Learning

Engage students in a transformational experience of discovery, understanding, and global citizenship.

Objective A: Develop effective integrative learning activities to engage and expand student minds.

Strategies:

1. Provide undergraduate and graduate students, as well as professionals, with education and research opportunities in nursery management, wood utilization technologies including bioenergy and bioproducts, forest and rangeland regeneration and restoration, fire science and management, and other ecosystem services and products.
2. Integrate educational experiences into ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus.
3. Engage alumni and stakeholders as partners in research, learning, and outreach.

Performance Measure:

- Number of teaching projects, courses, and other teaching activities which use FUR funded projects, facilities, or equipment for educational purposes, including, as appropriate, professionals as well as undergraduate and graduate students (**Table 2**).

Benchmark:
Number of teaching and learning activities conducted over a selected period of time or established as FUR program segment operational targets.

KEY EXTERNAL FACTORS

The key external factors likely to affect the ability of FUR programs to fulfill the mission and goals are as follows: (1) the availability of funding from external sources to leverage state-provided FUR funding; (2) changes in human resources due to retirements or employees relocating due to better employment opportunities; (3) continued uncertainty relative to global, national and regional economic conditions; (4) uncertainty associated with the State of Idaho's commitment to retaining high quality programs associated with the mission of the nation's land grant universities; and (5) changing demand for the state and region's ecosystem services and products.

Table 1. Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Bench-mark	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Leverage ratio of non-FUR funds to FUR appropriated funds Goal 1, Objective A, Strategy 1, 2	(a)	(a)	(a)	(a)	3:1	3:1	3:1	3:1	3:1	3:1
Number of New Research Projects Per Year:										
Experimental Forest	5	5	10	11	4	5	5	5	5	5
Forest Operations	(b)	(b)	(b)	(b)	2	2	2	2	2	2
Policy Analysis Group	2	1	2	4	2	2	2	2	2	2
Pitkin Forest Nursery	5	8	5	5	5	5	5	6	6	6
Rangeland Center	(c)	2	3	3	2	10	12	14	14	14
Goal 1, Objective A, Strategy 1, 2, 3 Goal 3, Objective A, Strategy 1, 2, 3										
Number of Research Studies Completed/Published Per Year:										
Experimental Forest	2	3	3	4	4	4	5	5	5	5
Forest Operations	(b)	(b)	(b)	(b)	2	2	2	2	2	2
Policy Analysis Group	2	1	3	2	2	2	2	2	2	2
Pitkin Forest Nursery	8	8	5	5	5	5	5	5	6	6
Rangeland Center	(c)	0	1	2	2	8	10	12	14	14
Goal 1, Objective B, Strategy 1, 2, 3										
Number of Publications:										
Experimental Forest	2	3	3	4	3	7	7	9	10	12
Forest Operations	(b)	(b)	(b)	(b)	3	3	3	5	5	5
Policy Analysis Group	14	14	15	16	10	12	12	12	12	12
Pitkin Forest Nursery	7	10	12	12	10	10	10	11	11	11
Rangeland Center	(c)	2	8	5	8	16	18	20	20	20
Goal 1, Objective B, Strategy 1, 2, 3										
Number of Workshops Conducted:										
Experimental Forest	4	9	6	10	12	12	12	14	14	14
Forest Operations	(b)	(b)	(b)	(b)	4	4	6	6	8	8
Policy Analysis Group	26	20	24	8	12	12	12	12	12	12
Pitkin Forest Nursery	20	20	20	22	20	20	22	22	22	22
Rangeland Center	(c)	2	2	5	2	10	12	14	14	14
Goal 2, Objective A, Strategy 1, 2, 3										

(a) Although this measure was identified in previous Strategic Plans, it had not been reported until now.

(b) Prior to FY 2014 the Forest Operations segment of FUR programs did not receive any FUR funds.

(c) Prior to FY 2011 the Rangeland Center segment of FUR programs did not exist.

Table 2. Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	Historic (actual)				Future (estimate)				
	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Number of Private Landowners Assisted:									
Pitkin Forest Nursery	1300	1300	1400	1400	1450	1450	1500	1500	1500
Number of Seedling Industry Research Projects:									
Pitkin Forest Nursery	2	3	3	2	2	2	2	2	2
Number of:									
• Research Projects:									
Experimental Forest	8	7	13	11	12	12	14	14	16
Forest Operations	(a)	(a)	(a)	(a)	2	4	6	8	10
Policy Analysis Group	6	6	8	7	7	7	7	7	7
Pitkin Forest Nursery	10	12	10	10	10	11	11	12	12
Rangeland Center	(b)	2	4	10	10	10	10	10	10
• Teaching Projects:									
Experimental Forest	30	21	24	24	23	23	23	23	23
Forest Operations	(a)	(a)	(a)	(a)	2	4	6	6	8
Policy Analysis Group	26	20	24	8	17	17	17	17	17
Pitkin Forest Nursery	5	5	5	8	5	5	5	5	5
Rangeland Center	(b)	2	9	9	11	11	12	12	13
• Service Projects:									
Experimental Forest	2	5	9	9	8	8	8	8	8
Forest Operations	(a)	(a)	(a)	(a)	4	6	8	10	10
Policy Analysis Group	14	14	15	16	15	15	15	15	15
Pitkin Forest Nursery	15	15	12	15	12	12	12	12	12
Rangeland Center	(b)	2	4	11	12	13	13	14	14

(a) Prior to FY 2014 the Forest Operations segment of FUR programs did not receive any FUR funds.

(b) Prior to FY 2011 the Rangeland Center segment of FUR programs did not exist.

University of Idaho–Forest Utilization Research Performance Measurement Report

Part I – Agency Profile

Agency Overview

Research mission – investigation into forestry and rangeland resource management problems, forest nursery production, and related areas. Part of the College of Natural Resources, Forest Utilization Research also includes the Rangeland Center with a legislative mandate for interdisciplinary research, education and outreach as suggested by a partner advisory council to fulfill the University's land grant mission (Idaho Code § 38-715), and the Policy Analysis Group with a legislative mandate to provide objective data and analysis pertinent to natural resource and land-use issues as suggested by an advisory committee of Idaho's natural resource leaders (Idaho Code § 38-714).

Core Functions/Idaho Code

The duty of the Experiment Station of the University of Idaho's College of Natural Resources is to institute and conduct investigations and research into the forestry, wildlife and range problems of the lands within the state. Such problems specifically include forest and timber growing, timber products marketing, seed and nursery stock production, game and other wildlife, and forage and rangeland resources. Information resulting from cooperative investigation and research, including continuing inquiry into public policy issues pertinent to resource and land use questions of general interest to the people of Idaho, is to be published and distributed to affected industries and interests. (Idaho Code §§ 38-701, 38-703, 38-706, 38-707, 38-708, 38-709, 38-710, 38-711, 38-714, 38-715)

Revenue and Expenditures:

Revenue	FY 2010	FY 2011	FY 2012	FY 2013
General Fund	$517,500	$511,400	$490,000	$504,100
Total	**$517,500**	**$511,400**	**$490,000**	**$504,100**
Expenditure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
Personnel Costs	$437,700	$465,244	$442,430	$454,800
Operating Expenditures	79,800	48,156	47,570	48,750
Capital Outlay	0	0	0	550
Trustee/Benefit Payments	0	0	0	0
Total	**$517,500**	**$511,400**	**$490,000**	**$504,100**

University of Idaho–Forest Utilization Research Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2010	FY 2011	FY2012	FY 2013
Number of Private Landowners Assisted:				
Pitkin Forest Nursery	1300	1300	1400	1400
Number of Seedling Industry Research Projects:				
Pitkin Forest Nursery	2	3	3	2
Number of:				
• Research Projects:				
Experimental Forest	8	7	13	11
Policy Analysis Group	6	6	8	7
Pitkin Forest Nursery	10	12	10	10
Rangeland Center	*	2	4	10
• Teaching Projects:				
Experimental Forest	30	21	24	24
Policy Analysis Group	26	20	24	8
Pitkin Forest Nursery	5	5	5	8
Rangeland Center	*	2	9	9
• Service Projects:				
Experimental Forest	2	5	9	9
Policy Analysis Group	14	14	15	16
Pitkin Forest Nursery	15	15	12	15
Rangeland Center	*	2	4	11

* The Rangeland Center was created in FY2011 and authorized in Idaho Code § 38-715 during FY2012.

Performance Highlights:

Experimental Forest:
Highlights:

Research – 11 research projects were established, including a pre-commercial thinning study in collaboration with Potlatch Corp., a statewide weight-scaling study in collaboration with Idaho Dept. of Lands, and a cable logging safety study.

Education – Classroom involvement included 9 faculty, 12 different class courses, 24 field trips, 20 follow up lab sessions, involving more than 300 students with hands-on experience.

Internships – 9 student interns gained hands-on field experience in timber management, including developing critical thinking and problem-solving skills in the field. Student interns are exposed to a wide array of land management experiences involving multiple resources and the challenge of addressing regulatory policies with scientific information.

Outreach – 9 outreach and engagement activities include school teachers, loggers, professional foresters, non-industrial private forest land owners, and interested Idaho citizens. Hosted activities on a pair of active and completed harvest sites, where multiple objectives are achieved via management activities.

The centerpiece of the University of Idaho Experimental Forest (UIEF) is the 8,247 acres of forest land on Moscow Mountain that are adjacent to both industrial and non-industrial private forest lands surrounded by dry land farming in Latah County. Most of these lands were a gift from Potlatch Corp. in the 1930s. Today all but 450 acres are managed as working forests, balancing education, research, and demonstration with production of timber, clean water, fire hazard mitigation, smoke particulate management, and wildlife and fisheries habitat. The UIEF also manages 398 acres on two parcels in Kootenai County, and has a life estate of 1,649 acres in Valley County that eventually will come under

UIEF management. As noted in the highlights above and details below, these lands provide many research, education and outreach opportunities.

Research conducted on the UIEF in FY2013 included studies by College of Natural Resources faculty, collaborators in the College of Agriculture and Life Sciences, and the USDA Forest Service Rocky Mountain Research Station. During the year Dr. Robert Keefe was hired as Assistant Professor of Forest Operations, and as part of his duties supervises research and management activities on the UIEF, under the direction of the Dean. In FY2013, an existing UIEF outlying building in Princeton, ID was repurposed to create a new laboratory for the study of Forest Operations systems and equipment, focused specifically on forest utilization, harvesting productivity, efficiency, and cost analysis. Two new research projects were undertaken with partners. First, in collaboration with Potlatch Corp., a long-term thinning and overstory removal study evaluating biomass utilization impacts on productivity was established. Second, a statewide study to develop new methods for scaling logs by truck weight was established with the Idaho Dept. of Lands Forest Management Bureau.

Education involving hands-on experience to supplement classroom and laboratory exercises is a significant and valuable supplement to a college education in forest utilization. In FY2013 nine faculty members – College of Natural Resources (7), College of Agriculture and Life Sciences (1), and Washington State University (1) – used the UIEF for at least one field trip session during twelve different courses, ranging from an introductory freshman orientation to senior and graduate level courses demonstrating current research knowledge, land management practices, and using forest operations equipment. In total more than 300 university students visited the UIEF on 24 field trips, with an additional 20 follow-up laboratory sessions in which data collected during field trips were analyzed.

Internship opportunities for students have been offered by the UIEF since 1972. In FY2013 the UIEF employed 13 students and successfully completed the 40th consecutive year of the Student Logging Crew Program without a single injury to report. Staff provide hands-on education as the students help accomplish the management objectives in the UIEF Forest Management Plan, helping the College fulfill the duties of the Experiment Station as described in Idaho Code § 38-703 *et seq*. Student employee interns are required to think critically and solve problems on a daily basis, thus are acquiring job skills beyond just accomplishing the work-at-hand. These work assignments include technology transfer as students learn to employ state-of-the-art equipment and techniques, as well as incorporating their interdisciplinary academic learning in an operational and research forest setting. Upon graduation these student employee interns generally have little trouble finding employment.

The outreach and engagement highlight for FY2013 was the Washington Idaho Forest Owner's Field Day, hosted by the Experimental Forest. This event involved collaboration with WSU Extension, UI Extension, Idaho Dept. of Lands, the Idaho Forest Owners Association, had over 24 forestry and timber harvesting workshops, a Research Tour of current projects on the UIEF, and 150 participants from throughout Idaho. In addition to the Field Day, the UIEF hosted stops and lunch as part of the Idaho Dept. of Lands Stewardship Field Tour, a tour for visiting scientists from the U.S. Dept. of Energy's Idaho National Laboratory, and hosted multiple UI Extension Forestry workshops (Thinning and Pruning, Insects and Disease, and others), as well as one Inland Empire Tree Improvement Cooperative (IETIC) field tour.

Policy Analysis Group:

Highlights:

Economic Contributions – 4 publications featured the role of the forest products manufacturing industry in the Idaho economy, including a fact sheet with replies to questions from the Idaho Legislature's Economic Outlook and Revenue Assessment Committee. The waning economic contribution of federal lands in the State of Idaho and throughout the West was a topic of considerable interest to national policymakers during the year, and based on our previous work posted on the Internet we were invited to testify in March before a U.S. Senate Committee on Energy and Natural Resources oversight hearing on "Keeping the Commitment to Rural Communities."

Director Involvement – 8 invited presentations, including oral and written testimony at a U.S. Senate oversight hearing, as described in the previous paragraph. Other presentations at national meetings during the year included the Society of American Foresters convention and the International Biomass Conference and Exposition. Continued to represent Idaho on the Western Governors' Forest Health Advisory Committee. Continued as chair of the Idaho Strategic Energy Alliance's Forestry/Biomass Task Force and served on its Carbon Issues Task Force. Was appointed to the Society of American Foresters' Biogenic Carbon Response Team. Presented results of analysis at two continuing education events conducted by the Idaho Forest Products Commission, and in February served as master of ceremonies for the luncheon information session during Forestry Day at the Legislature.

Publications – 16 publications, including four mentioned above with estimates of the economic contribution of the state's natural resource-based industries. Other publications during FY 2013 focused on a variety of natural resource policy issues, including wildland fire management, sage-grouse conservation, wood bioenergy economics and policy, regulation of greenhouse gas emissions from wood bioenergy, oil and gas exploration and development policy in Idaho, and regulation of forest roads under the federal Clean Water Act.

The Policy Analysis Group continues to meet its legislative mandate to provide objective data and analysis on natural resource and land-use issues of concern to Idaho Citizens. These issues are suggested and prioritized by an Advisory Committee comprised of natural resource leaders in the state, as per our enabling legislation. As analyses of current issues are completed they are replaced by others suggested by the Advisory Committee. Our website was redesigned this year to improve access to publications and to provide easy access to presentation materials (www.uidaho.edu/cnr/pag). In addition to research and outreach duties described in our enabling legislation, the director advised eight Master of Natural Resources students (four completed during the year and were replaced by four others), served on three graduate student committees, and chaired the search committee for the Head of the Forest, Rangeland and Fire Sciences Department.

Pitkin Forest Nursery:
Highlights:

Research – Improve the quality of plant material available for reforestation and restoration throughout Idaho. Working with forest industry and private landowners, studies are designed and maintained with the objectives of improving tree seedling cost effectiveness throughout the establishment period. Developing and refining plant propagation protocols for use in Idaho's nursery industry, including difficult-to-grow species such as whitebark pine and big leaf maple.

Education – Supported 6 graduate and undergraduate students through research at the Pitkin Forest Nursery on a variety of issues including stocktype selection problems to help balance forest productivity with reforestation costs, broadening our understanding of sagebrush establishment in a restoration context, and the effects of animal browse on regenerating forests. These projects build on Idaho's reputation as a leader in reforestation practices and help improve our restoration of degraded forests and rangelands.

Outreach – Conducted several workshops and training sessions aimed at improving forest management practices in Idaho, including the Inland Empire Reforestation Council and the Intermountain Container Seedling Growers Association. Activities for children, land management professionals and laypersons provide further instruction and education opportunities.

Teaching – Provided research and teaching facility for several UI courses which require hands-on nursery experience. This provides experience which is sought by forest tree seedling nurseries throughout the United States.

Programmatic Growth – In FY 2013, we received a $3.3 million dollar gift to support activities in teaching, research, and outreach relevant to nursery production. In addition this will include infrastructure upgrades at the Pitkin Forest Nursery.

The Pitkin Forest Nursery continues to actively engage with Idaho landowners, natural resource industries, and citizens. An ever-popular seedling growing program in partnership with the Idaho Forest Products Commission was documented in a web-clip for promoting the University of Idaho and Idaho's Forest Industry. Ongoing research into improved forest management practices included studying the effects of stocktype (the method of production of nursery stock for reforestation and restoration) selection on seedling development. This research topic will provide information and decision support across the state that is anticipated to streamline nursery production practices with the site-specific reforestation needs; a second layer of complexity (managing competing vegetation in the field) will further develop the utility of this information for Idaho. Similar research with rangeland species is also underway. An additional study on seed germination will allow for field foresters to better understand the opportunities for natural regeneration of stands following timber harvesting. In FY2013, six graduate and undergraduate students were working towards degrees through research conducted at the nursery, and many other students are using the facilities at the Pitkin Forest Nursery as a component of their graduate research on forest nutrition and soil management, fire modeling, and post-fire regeneration. Private donors, working with the University of Idaho and Idaho's forest industry, have partnered to construct a new, state of the art classroom featuring Idaho forest products. This will serve as the epicenter for teaching students and community members about reforestation, nurseries, and natural resources in general.

Through actively seeking to be a recognized leader in seedling research and technology transfer, we partnered extensively to have our facility serve as the base of training for American and International Students. Activities for children, land management professionals, and laypersons have helped increase understanding of the importance of forestry and natural resource management in Idaho. For example, in March our organization again planned the Inland Empire Reforestation Council (~200 attendees, Coeur d'Alene). In February, we co-organized an international workshop on managing the genetic base of future forests (Portland, OR). On the teaching side, several University of Idaho courses used the nursery facilities for hands-on education, where students are exposed to the intricacies associated with seed germination, fertilizing, and irrigation. Forest tree seedling nurseries throughout the United States are seeking graduates with experience such as that gained at the Pitkin Forest Nursery, with a high demand expected to continue as we are best suited to replace a retiring workforce.

Rangeland Center:
Highlights:

Research – 10 research projects can be specifically tied to the collaborative efforts of the Rangeland Center. Researchers in the Rangeland Center were also involved in about 75 related research projects that contribute to our understanding of rangelands and the communities that rely on them.

Teaching – 9 university courses taught by 7 faculty members are directly related to rangeland ecology and management research projects of the Rangeland Center.

Service – 11 service and outreach projects were conducted by the Rangeland Center in FY2013. Two projects provided service to conduct rangeland monitoring by student teams for ranchers and land management agencies. In addition, 9 workshops, symposia, or field tours were conducted by Rangeland Center members to provide educational opportunities for teachers, ranchers, and rangeland professionals.

Rangelands are vast natural landscapes that cover nearly half of Idaho. Rangelands account for over 26 million acres in Idaho (48%). Our ability to serve current and future generations of Idaho citizens will be influenced by our understanding of rangelands because these lands are vital to the ecological and economic health of Idaho. The innovative design of the Rangeland Center promotes active partnerships

with individuals, organizations and communities who work and live on the vast landscapes known as rangelands. The Rangeland Center is a group of 24 researchers and outreach specialists in the College of Natural Resources and the College of Agriculture and Life Sciences. Our expertise covers several disciplines that affect rangeland management and conservation including grazing, rangeland ecology, entomology, soil science, economics, rural sociology, fish and wildlife resources, invasive plants, forage production, animal science, wildland fire, restoration, and the use of spatial technologies to understand rangelands. Our research and outreach efforts are aimed at creating science and improving rangeland problems.

During FY 2013, the Rangeland Center initiated a long-term research project in collaboration with the Idaho Dept. of Fish and Game, the Bureau of Land Management (BLM), and others to examine the effects of spring grazing on sage-grouse habitat and nesting success. Several research and outreach projects focused on the effects of grazing on wildland fuels and sagebrush community characteristics. We continue collaborative efforts to assess the effects of livestock impacts on slickspot peppergrass (an endangered plant) and the relationship between livestock grazing and the abundance and diversity of insects that provide food for sage-grouse chicks. Four field teams of students worked on a monitoring project for ranchers on BLM allotments and a state-wide project to assess rangelands as part of the National Resource Inventory program directed by the U.S. Dept. of Agriculture's Natural Resources Conservation Service. The Rangeland Center also worked collaboratively with the Owyhee Initiative Science Center and the University of Idaho Library to create a new on-line open-access journal (The Journal of Rangeland Applications) that will provide scientific synthesis articles aimed at supporting well-informed land management decisions.

Several members of the Rangeland Center are involved in teaching university courses that focus on rangeland ecology and management. Five of 9 rangeland courses include extensive field trips where students engage in rangeland examinations and interact with land managers. Four rangeland courses are offered in an on-line format and are accessible to students and professionals who are unable to attend courses delivered only on campus. The Rangeland Principles course (REM 151) was also offered in cooperation with 6 Idaho high school teachers as a dual credit course in which high school student simultaneously gain high school and college credit. Rangeland Center members also created and participated in continuing education venues including the Intermountain Range Livestock Symposium and local workshops and field tours.

Service and outreach projects in the Rangeland Center this year include development of the Range Science Information System (www.rangescience.info) which provides ready access to scientific research papers for ranchers and land managers. We also worked with high school Future Farmers of America (FFA) programs to conduct the Idaho FFA Rangeland Assessment Career Development Event for high school students in Idaho and the Western National Rangeland Assessment event for high school students in Idaho, Nevada, and Utah. A summer workshop was also conducted for land owners and managers focused on plant identification and monitoring.

University of Idaho–Forest Utilization Research Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY2012	FY2013	Bench-mark
Number of New Research Projects Per Year:					
Experimental Forest	5	5	10	11	4
Policy Analysis Group	2	1	2	4	2
Pitkin Forest Nursery	5	8	5	5	5
Rangeland Center	*	2	3	3	2
Goal 2, Objective A, Strategy 1, 2, 3 Goal 3, Objective A, Strategy 2					
Number of Research Studies Completed/Published Per Year:					
Experimental Forest	2	3	3	4	4
Policy Analysis Group	2	1	3	2	2
Pitkin Forest Nursery	8	8	5	5	5
Rangeland Center	*	0	1	2	2
Goal 3, Objective A, Strategy 1					
Number of Publications:					
Experimental Forest	2	3	3	4	3
Policy Analysis Group	14	14	15	16	10
Pitkin Forest Nursery	7	10	12	12	10
Rangeland Center	*	2	8	5	8
Goal 1, Objective B, Strategy 1					
Number of Workshops Conducted:					
Experimental Forest Goal 3, Objective A, Strategy 1	4	9	6	10†	12
Policy Analysis Group Goal 1, Objective B, Strategy 2	26	20	24	8	12
Pitkin Forest Nursery Goal 1, Objective A, Strategy 2	20	20	20	22	20
Goal 3, Objective A, Strategy 2	*	2	2	5	2
Rangeland Center Goal 1, Objective A, Strategy 2					

* The Rangeland Center was initiated in FY2011; its benchmarks were established during FY2012.

† Includes Forest Owner's Field Day, counted as a single workshop, with 23 presenters doing independent, hands-on workshops on horse logging, portable sawmilling, log scaling, and many others.

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Idaho Geological Survey (IGS)

STRATEGIC PLAN

FY 2015 - FY 2019

IDAHO GEOLOGICAL SURVEY

VISION

The Idaho Geological Survey's vision is to provide the state with the best geologic information possible through strong and competitive applied research, effective program accomplishments, and transparent access. We are committed to the advancement of the science and emphasize the practical application of geology to benefit society. We seek to accomplish our responsibilities through *service and outreach, research, and education* activities.

MISSION

The Idaho Geological Survey is designated the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology.

Idaho Geological Survey staff acquires geologic information through field and laboratory investigations and through grants and cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. These products constitute the current knowledge of Idaho geology and are critical to all geoscience applications and related issues. Other main Idaho Geological Survey programs include geologic hazards, hydrology, energy resources, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows and new technology develops, demand is increasing for new geologic knowledge information related to resource management, energy- mineral- and water-resource development, landslides and earthquake hazards.

AUTHORITY AND SCOPE

Idaho Code provides for the creation, purpose, duties, reporting, offices, and advisory board of the Idaho Geological Survey. The Code specifies the authority to conduct investigations and establish cooperative projects and seek research funding. The Idaho Geological Survey publishes an Annual Report as required by its enabling act.

GOAL 1: OUTREACH AND ENGAGEMENT (SERVICE)

Context: *Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital products and compliance with state documents requirements (Idaho Code 33-*

205). Maintain concentrated effort to collect and preserve Idaho's valuable geologic data at risk.

Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements

Performance Measure:

- Number of published reports on geology/hydrology/geologic hazards/mineral and energy resources.
  Benchmark: The number of IGS published reports TBD based on preceding years and staffing.

Objective B: Build and deliver Web site products and develop user apps and search engines

Performance Measure:

- Number of IGS web site viewers and products used/downloads.
  Benchmark: The number of website products TBD based on preceding years and staffing.

Objective C: Maintain compliance of Idaho State Library Documents Depository Program and Georef Catalog (International)

Performance Measure:

- Percentage of total survey documents available
  Benchmark: 100%

GOAL 2: SCHOLARLY AND CREATIVE ACTIVITY (RESEARCH)

Context: *Advance the knowledge and practical application of geology and earth science in Idaho. Promote, foster, and sustain a climate for research excellence. Develop existing competitive strengths in geological expertise. Maintain national level recognition and research competitiveness in digital geological mapping techniques in compliance with required state and federal GIS standards. Sustain and build a strong research program through interdisciplinary collaboration with academic institutions, regional coalitions, and state and federal resource management agencies. Pursue opportunities for public and private research partnerships.*

Objective A: Sustain and enhance geological mapping and related studies

Performance Measure:

- Increase the area of modern digital geologic map coverage for Idaho by mapping in priority areas designated by the Idaho Geological Mapping Advisory Committee (IGMAC).
  Benchmark: A sustained increase in cumulative percent of Idaho's area covered by modern geologic mapping.

Objective B: Sustain and build research funding

Performance Measure:

- Externally funded grant and contract dollars
  Benchmark: The number of externally funded grants and amount of contract dollars compared to a five year average.

GOAL 3: TEACHING AND LEARNING (EDUCATION)

Context*: Educate clients and stakeholders in the use of earth science information for society benefit. Support knowledge and understanding of Idaho's geologic setting and resources through earth science education. Achieve excellence in scholarly and creative activities through collaboration and building partnerships that enhance teaching, discovery, and lifelong learning.*

Objective A: Develop and deliver earth science education programs and public presentations

Performance Measure:

- Educational programs for public audiences

  Benchmark: The number of educational reports and presentations TBD based on previous years and staffing.

GOAL 4: COMMUNITY AND CULTURE (SERVICE)

Context*: We are committed to a culture of service to Idaho. We value the diversity of Idaho's geologic resources and diversity of community uses. We strive to partner with communities and stakeholders to increase the intellectual capacity to resolve resource challenges facing Idaho and consumers of our state resources.*

Objective A: Develop and deliver products serving all sectors of users.

Performance Measure and Benchmark: (included in deliverables listed in Goal 1)

KEY EXTERNAL FACTORS:

Funding:

Achievement of strategic goals and objectives is dependent on appropriate state funding and staffing levels. External research support is largely subject to federal program funding and increasing state competition for federal programs. Partnerships

with state agencies and private sector sponsors are expanding. Many external programs require a state match and are dependent on state funding level.

Demand for services and products:

Changes in demand for geologic information due to energy and minerals economics play an important role in achievement of strategic goals and objectives. State population growth and requirements for geologic information by public decision makers and land managers are also key external factors.

University of Idaho - Idaho Geological Survey Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

The Idaho Geological Survey is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The agency has served the state since 1919 and prior to 1984 was named the Idaho Bureau of Mines and Geology. The agency is staffed by about nine state-funded FTEs and 20-25 externally funded temporary and part-time employees.

Members of the Idaho Geological Survey staff acquire geologic information through field and laboratory investigations and through cooperative programs with other governmental and private agencies. The Idaho Geological Survey's geologic mapping program is the primary applied research function of the agency. The Survey's Digital Mapping Laboratory is central to compiling, producing, and delivering new digital geologic maps. Other main Idaho Geological Survey programs include geologic hazards, hydrology, mining, mine safety training, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, mineral-, energy-, and water-resources, landslides and earthquakes.

Core Functions/Idaho Code

Idaho Code Title 47, Chapter 2, defines the authority, administration, advisory board members, functions and duty of the Idaho Geological Survey. The section contents:

- **Section 47-201**: Creates the Idaho Geological Survey to be administered as special program at the University of Idaho. Specifies the purpose as the lead state agency for the collection, interpretation and dissemination of geologic and mineral information. Establishes a survey advisory board and designates advisory board members and terms.

- **Section 47-202**: Provides for an annual meeting of the advisory board, and location of the chief office at the University of Idaho. Specifies the director of the Idaho Geological Survey report to the President of the University through the Vice President for Research. Specifies for the appointment of a state geologist.

- **Section 47-203**: Defines the duty of the Idaho Geological Survey to conduct statewide studies in the field and in the laboratory, and to prepare and publish reports on the geology, hydrology, geologic hazards and mineral resources of Idaho. Provides for establishment of a publication fund. Allows the Survey to seek and accept funded projects from, and to cooperate with, other agencies. Allows satellite offices at Boise State University and Idaho State University.

- **Section 47-204**: Specifies the preparation, contents, and delivery of a Survey Annual Report.

University of Idaho

Idaho (Washington-Idaho-Montana-Utah, WIMU) Veterinary Medical Education Program / Caine Veterinary Teaching Center

STRATEGIC PLAN

2015 - 2019

Idaho (Washington-Idaho-Montana-Utah, WIMU) Veterinary Medical Education Program/ Caine Veterinary Teaching Center

STRATEGIC PLAN 2015-2019

VISION STATEMENT:

Improved health and productivity of Idaho's food-producing livestock

MISSION STATEMENT:

Transfer science-based medical information and technology concerning animal well-being, zoonotic diseases, food safety, and related environmental issues – through education, research, public service, and outreach – to veterinary students, veterinarians, animal owners, and the public, thereby effecting positive change in the livelihood of the people of Idaho and the region.

Authority and Scope:
The original Tri-State Veterinary Education Program (WOI Regional Program – Washington State University, Oregon State University, and University of Idaho) was authorized in 1973 by the Idaho Legislature (SJM 127). The Program in Idaho is administered by the State Board of Education and The Board of Regents of the University of Idaho. The first Idaho-resident students were enrolled in the program in 1974. In September 1977, the Caine Veterinary Teaching Center (CVTC) at Caldwell, an off-campus unit of the University of Idaho's then Veterinary Science Department, was opened as a part of Idaho's contribution to the WOI Regional Program in Veterinary Medicine. Oregon withdrew from the cooperative program in 2005. In 2012, Washington State University and Utah State University (USU) announced a new educational partnership (W-I-U). In 2013, Montana State University (MSU) became a fourth partner in what is now known as the Washington-Idaho-Montana-Utah (WIMU) Regional Program in Veterinary Medicine. The first DVM class to include MSU students will be admitted in Fall 2014.

The CVTC serves as a food animal referral hospital/teaching center located in Caldwell where senior veterinary students from Washington State University/College of Veterinary Medicine (WSU/CVM) participate in elective rotations that focus on food animal production medicine. The CVTC program is administered through the Department of Animal and Veterinary Science (AVS), in UI's College of Agricultural and Life Sciences (CALS).

The Program allows Idaho resident students access to a veterinary medical education through a cooperative agreement with WSU, whereby students are excused from paying out-of-state tuition. The program currently provides access for 11 Idaho-resident students per year (funding for 44 students annually).

The American Veterinary Medical Association (AVMA) accredits the WIMU Program. Faculty members are specialized in virology, bacteriology, pharmacology, epidemiology, medicine, and surgery, and hold joint appointments between the UI College of Agricultural and Life Sciences in the AVS Department (scholarly activities/research/service) and the WIMU Regional Program in Veterinary Medicine (education/service/outreach/engagement).

The service and diagnostic components of the CVTC are integral to the food animal production medicine teaching program, offering clinical and laboratory diagnostic assistance for individual animal care or disease outbreak investigation for veterinarians and livestock producers in Idaho and surrounding states. Live animals referred by practicing veterinarians are utilized as hospital teaching cases for students when on rotation at that time. Students have access to select, in-house laboratories to process samples they collect and analyze the results. Practicing veterinarians throughout the state who need diagnostic help with disease problems also send samples directly to the laboratories at the CVTC for analyses. Diagnostic services and assistance are also provided to Idaho State Department of Agriculture and to the Idaho Department of Fish and Game. When additional services are required or requested by practitioners, personnel at CVTC receive, process, and ship samples to other diagnostic laboratories.

The establishment of the original “WOI Program” motivated the development of a cooperative graduate program with WSU, allowing cross-listing of the WSU Veterinary Science graduate courses. Thus, UI students are able to enroll for graduate coursework, through the University of Idaho, leading to the Master’s degree from the UI and/or to the PhD degree from WSU. The cooperative graduate program has enhanced research cooperation between WSU and UI faculty members.

Supervision and leadership for programs, operations, the faculty and staff at the CVTC are the responsibility the Director, Dr. Gordon W. Brumbaugh; and, administrative responsibility is with the Head of the AVS Department, Dr. Mark McGuire, and Dean of CALS, Dr. John Foltz.

Education:

Faculty members who are teaching-oriented and have clinical problem-solving skills provide 1- to 4-week blocks of time designed to prepare veterinary students for entry-level positions when they graduate. Opportunities target general food animal medicine, dairy production medicine, cow/calf management, feedlot medicine, sheep/lambing management, and small ruminant clinical medicine.

Activities are selected that allow the student to develop and gain confidence in technical skills as well as professional critical thinking and management of information. Disease agents, fluid therapy, appropriate drug use, nutrition, diagnostic sampling, and necropsy are examples of skills emphasized during individual animal medicine instruction at the CVTC. Production animal medicine stresses development of confidence with professional/technical skills, disease prevention strategies, investigational skills, animal well-being, recordkeeping and interpretation, and reduction of stress for beef or dairy cattle, and for small ruminants (primarily sheep and goats).

Five faculty positions are budgeted in the Idaho Program. In 2013, one faculty member that was stationed at the Moscow campus resigned and has not yet been replaced. Three faculty members are stationed at the CVTC, Caldwell, ID, and one vacancy exists. Also in 2013, the Dawn and Wes Downs Pre-Veterinary Intern Endowed Scholarship was initiated and provides experiential opportunities at the CVTC specifically for a student in the AVS Department undergraduate pre-veterinary program. The Northwest-Bovine Veterinary Experience Program (NW-BVEP) –started in 2007 for a limited number of first- and second-year WSU/CVM veterinary students– is a 6-week summer dairy/beef veterinary experiential learning program funded primarily by grants and gifts. Broadening recognition of the program, successful career development provided, and the growing support (tangible and intangible) are all indicators that the NW-BVEP should be continued.

The CVTC and AVS faculty are involved in state-wide producer educational programs using the CVTC facilities, when appropriate, to offer continuing education programs for veterinarians and livestock producers.

Scholarly Activities/Research/Service:

Nationally- and internationally- acclaimed research has been conducted at the CVTC and includes subjects of cryptosporidiosis, anaplasmosis, neonatal calf diseases, fluid therapy, reproductive diseases of cattle and sheep, genetic control of ovine foot rot, EID (electronic identification) of beef cattle, Johne's disease in cattle, sheep, and goats, and scrapie in sheep. Collaboration with the Idaho Department of Fish & Game regarding wildlife/domestic livestock disease interaction has resulted in elucidation of respiratory organisms causing death in bighorn sheep. Research in many of those areas developed out of past experiences involving teaching/clinical or diagnostic services/outreach. Those activities serve as a source for continuing investigational activities. Funding to conduct research is derived from a variety of sources and results have been published in numerous scientific papers. The research is dedicated primarily to that relevant to regional disease problems.

Service/Outreach/Engagement/Extension:

Faculty members of the CVTC have responsibility for outreach activities, although none of them have official Extension appointments. Their routine activities such as daily/regular interaction and consultation with livestock producers, commodity groups,

veterinarians, UI Extension specialists, and others regarding a variety of topics including: production medicine; disease diagnostics, control, or prevention; and, reproductive problems are all service-oriented. Those activities are major contributors to "hours of operation" of the CVTC and can include receiving, processing, and/or shipping of samples for diagnostic services requested by practicing veterinarians. Several faculty members contribute material on a regular basis to lay publications and industry newsletters, and many are active in state and national professional associations. Faculty and staff members organize on-site tours for individual students, groups, or organizations as well as area residents who are interested in our activities, give presentations at county and state fairs, and participate in "Career Day" or "Job Fair" events at area high schools.

Selective diagnostic services, disease investigations, and clinical studies have significantly benefited many producers through the control of a number of economically devastating diseases. That form of assistance is provided on a fee-for-service basis and in conjunction with the veterinary teaching program. The veterinary pathology discipline was significantly diminished in 2005 when the second of two board-certified veterinary pathologists at the CVTC retired and was not replaced.

Goal 1. Education

Objective A: Continue to provide and improve the highly-rated and effective experiential veterinary clinical teaching program.

Action Items:

- Ensure offerings of elective rotations for experiential learning opportunities that meet contractual requirements (65 rotations offered)

Performance Measures:

- Percentage of elective offerings (blocks) filled

Benchmark:

- Student participation in at least 90% of elective rotations offered

Objective B: Pre-clinical veterinary educational opportunities

Action items:

- Administer experiential summer learning opportunities for first- and second-year students in veterinary education program (Northwest Bovine Veterinary Experience Program – NW-BVEP)

- Administer experiential learning opportunities for endowed pre-veterinary summer internship and scholarship

Performance Measures:

- Annual recurring placement of students

Benchmark:

- Total of 12 first- and second-year veterinary students in the NW-BVEP annually
- One student annually selected to receive the internship/scholarship

Goal 2. Scholarly and Creative Activity

Objective: To provide the atmosphere, environment, encouragement, and time for faculty members to cultivate and nurture their scholarly and creative abilities.

Action Items:

- Encourage faculty to remain influential in their professional/educational disciplines appropriate to the educational mission of the CVTC
- Contribute to the AVS Department area of excellence and the CALS Livestock Program of Distinction by the Idaho Veterinary Medical Education Program

Performance Measures:

- Number of fellows in disciplinary associations
- Personnel elected to leadership role in professional organizations
- Personnel invited to participate as presenters/speakers/advisors for professional organizations, private businesses, or public agencies/institutions

Benchmark:

- Participation in at least one departmental area of excellence and in the CALS Livestock POD
- At least one invited presentation by each faculty member to local, state, regional, national, or international meeting.

Goal 3. Outreach and Engagement

Objective A: Provide diagnostic laboratory, referral professional services, consultation, and field services for the veterinarians and livestock producers in Idaho and the region.

Action Items:

- Update clinical and laboratory instrumentation as budgets allow; thereby, maintaining or enhancing diagnostic laboratory testing procedures and services for veterinarians and livestock producers in the region.
- Encourage continuing education (personal and professional development) by laboratory or clinical support personnel in their given specialty.

Performance Measures:

- Number of field investigations; number of animals/herds served
- Number of laboratory diagnostic and live animal case accessions

Benchmarks:

- At least 250 live-animal clinical accessions per year
- At least 10,000 laboratory accessions per year
- At least 150 field investigations per year
- At least 75 necropsies per year

Objective B: Endeavor to recruit potential students in Idaho and the region who are interested in careers in agriculture and/or veterinary medicine.

Action Items:

- Encourage the participation of faculty and staff in Extension activities, community activities such as “job fairs”, 4-H/FFA activities, and county fairs, etc., in order to elevate the visibility of the CVTC, AVS, CALS, and UI; and, to discuss future needs and careers in agriculture or veterinary medicine.

Performance Measures:

- Number of job fairs, career day or fair activities, or Extension-sponsored meetings in which faculty and staff participated

Benchmarks:

- Participation in at least 10 community activities as described above

External Factors:

1) Caseload. Numbers vary for live animal and diagnostic accessions subject to need and economic demand. Ideally, those should be sufficient for instructional goals and objectives as well as to support in-house laboratories. Employment of two faculty members to fill the current vacancies would allow growth in this area to meet requests from practitioners and promote capabilities/technologies currently being developed.

2) Loss of essential personnel. Many factors have contributed to suboptimal numbers of personnel currently at the CVTC. In 2013 the number of faculty was decreased to 3 due to resignations and positions left unfilled. It is difficult to hire and retain sufficient numbers of qualified individuals to meet current demands of the program. Positions have been restructured and funding sources modified to the extent possible. There is also very limited means to recognize, reward, and retain individuals with outstanding performance. Growth can only occur after a stable base of resources is in place.

3) Diagnostic Veterinary Pathology. This position has been vacant since the retirement of the second of our two veterinary pathologists in 2005. The Pathology specialty is in high demand in veterinary medicine and by clientele of the CVTC. We are outsourcing some diagnostic services, but are unable to incorporate this extremely important specialty in the veterinary teaching program at this time. Diagnostic Veterinary Pathology has been a core service for the producers and veterinarians of Idaho and the surrounding region. The study of disease (pathology) will always be an indispensable discipline for livestock production, veterinary medicine, homeland bio-security, international marketing, and regulatory activities. The importance was reinforced by wording in the 2014 Farm Bill (ex. National Animal Health Laboratory Network (NAHLN), Animal Health and Disease Research/1433 Formula Funds, and Agriculture and Food Research Initiative (AFRI). The pathology discipline must be re-established at the CVTC.

4) Agriculture beyond animal health. Agriculture is the most important contributor to the economy of Idaho. Dairy Production and Beef Production are the two major (respectively) commodities. Other agricultural products and by-products (ex. alfalfa, cereal grains, beet pulp, and potato by-products) serve as cash crops for some producers; or, are utilized in Dairy and/or Beef Production. Idaho is strategically positioned for considerable influence on human and animal food production. That influence is local, regional, national, and international. Respective influences in those markets require that the CALS, AVS, and the CVTC become and remain astute to changes in those markets; and, to strategically prepare to help producers and veterinarians of the future. That requires trained personnel, foresight, resources, and opportunities.

Performance measures and notes listed below have been extracted from the FY13 WI Veterinary Medicine Performance Measurement Report. Refer to the Report in its entirety for more detail.

Performance Measures and Benchmarks:

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmark
1. Senior Veterinary Students Selecting Elective Rotations at the Caine Center.	80	54	71	67	40
2. Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho.	7 Students (64%)	7 Students (64%)	6 Students (56%)	9 Students (82%)	7 students (65%)
3. Number of Disease Investigations Conducted by WI Faculty Members.	228	279	210	122	150
4. Number/Dollar Amount of Grants/Contracts by WI Faculty Members.	10 / $303,350	9 / $358,651	8 / $242,476	8 / $326,332	7 / $300,000

Performance Measure Notes:

Rotations offered as electives at the Caine Veterinary Teaching Center continue to be very popular with senior veterinary students and receive consistently high student evaluations. Diagnostic services and field service activities also remain strong.

Of the five faculty positions assigned to the W-I Program, four positions have been vacated during the period since July 2010 – one due to retirement (July 2010) and three due to resignation (September 2011, December 2012, and July 2013). The remaining faculty and one temporary hire have been handling a much heavier teaching and service/outreach load to try and maintain our teaching resources during that time. One position was filled (January 2013); Program Director and Veterinary Scientist, Dr. Gordon Brumbaugh, was hired and now provides leadership for the Caine Center and administrative structure for the W-I Veterinary Medicine Program. A Clinical Assistant Professor position has just been approved and a search will be conducted this fall. The two remaining vacancies each carry a portion of funding from Agricultural Research and Extension, and are under consideration by department and college administration.

Washington State University College of Veterinary Medicine (WSU CVM) has long been partners with the state of Idaho and the Western Interstate Commission of Higher Education (WICHE) program. WSU has announced a new educational partnership program with Utah State University (USU) at Logan. With this new partnership, the W-I Program is now known as the Washington-Idaho-Utah (WIU) Regional Program in Veterinary Medicine.

Designed as a “2+2 program”, the Utah students will spend their first two years in Logan, and the final two years at WSU in Pullman where, as seniors, they will have the opportunity to elect to participate in rotations at the Caine Center. Students accepted to this program earn a DVM degree from WSU College of Veterinary Medicine conferred by the Regents of Washington State University, with joint recognition of Utah State University. The first class of 20 Utah students entered the program at Logan in fall of 2012.

University of Idaho–WI Veterinary Medicine Performance Measurement Report

Part I – Agency Profile

Agency Overview

The W-I (Washington-Idaho) Veterinary Medicine Program is administered in Idaho by the Head of the Department of Animal and Veterinary Science, College of Agricultural and Life Sciences, University of Idaho. Originally established in 1974, the W-I Program annually provides 44 Idaho residents with access to a veterinary medical education through a cooperative agreement between the University of Idaho and Washington State University. The Doctor of Veterinary Medicine (DVM) degree is awarded to Idaho students by Washington State University College of Veterinary Medicine. Idaho provides the cooperative program with the majority of veterinary students who have an expressed interest in production agriculture animals.

Core Functions/Idaho Code

The University of Idaho provides educational opportunities for any senior student in the Washington State University College of Veterinary Medicine by providing the equivalent of 65, one-month teaching rotations in food animal production and clinical medicine at the Caine Veterinary Teaching Center (CVTC) in Caldwell. Faculty members at the Caine Center interact with Idaho veterinarians and livestock producers providing education and recommendations concerning animal production, diagnosis and clinical evaluation of disease situations.

1. Provide access to veterinary medical education at WSU for Idaho residents – the current W-I contract reserves 11 seats per year for Idaho veterinary medicine students. A total of 44 Idaho students are enrolled in this program each year.

2. Assist Idaho in meeting its needs for veterinarians – provide Idaho-trained, Idaho-resident graduate veterinarians to meet annual employment demands for the State. On average, 65-75% of new Idaho resident graduates of the W-I Program are licensed to practice veterinary medicine in Idaho annually.

3. Provide hands-on instruction opportunities for senior veterinary students – teaching rotations in food animal production medicine and clinical experience are offered year-round at the Caine Center in Caldwell.

4. Provide access to referrals from Idaho veterinarians in the areas of food animal production, diagnosis, and clinical evaluation of diseases – a) accept 400 to 500 hospital clinical referrals annually as student teaching cases; b) provide disease diagnostic testing on approximately 15,000 assays annually, and; c) conduct on-farm disease investigations for herd problems as requested by Idaho veterinarians and livestock producers.

Washington-Idaho Veterinary Medicine Program

Revenue and Expenditures:

Revenue	FY 2010	FY 2011	FY 2012	FY 2013
General Fund	$1,828,900	$1,822,500	$1,811,300	$1,882,300
Total	**$1,828,900**	**$1,822,500**	**$1,811,300**	**$1,882,300**
Expenditure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
Personnel Costs	$528,000	$519,100	$500,000	$517,100
Operating Expenditures	1,200,900	1,203,400	1,211,300	1,244,300
Capital Outlay	0	0	0	20,900
Trustee/Benefit Payments	100,000	100,000	100,000	100,000
Total	**$1,828,900**	**$1,822,500**	**$1,811,300**	**$1,882,300**

University of Idaho–WI Veterinary Medicine Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2010	FY 2011	FY 2012	FY 2013
Number of Idaho Resident Students Enrolled Each Year	44	44	44	44
Number of One-Month Student Rotations (or equivalent) offered at the Caine Center Per Year	65	65	65	65
Number of Accepted Clinical Hospital Referral Cases	398	418	179	264
Number of Accepted Veterinary Diagnostic Samples	22,093	18,341	15,245	9,842

Performance Highlights:

1) **Teaching and learning at the Caine Center includes a variety of clinical experiences.**
   A. **Professional Students.** Faculty instructs 4th-year veterinary students in hands-on production medicine and individual food animal medicine and surgery. Learning occurs in a variety of settings including hospital in/out-patient clinical care, field call services, disease investigations as well as formal presentations by faculty and guest lecturers. Several general and specialty blocks are offered, including:
   - **General Food Animal Production Medicine and Surgery –** Twelve 2-week rotations in which students participate in hands-on clinical food animal medicine and surgery from the in-house referral clinic, farm visits including dairy, beef, and small ruminant, live animal surgery labs, and small group lectures.
   - **Small Ruminant Production Medicine –** Two 2-week rotation in which students participate in all aspects of sheep, goat, and now including camelid production medicine. This block includes in-house referrals, breeding soundness exams, ultrasound pregnancy exams, treatment of urolithiasis, foot trimming, vaccination and parasite programs, and dystocia management.
   - **Cow/Calf Production Medicine –** Two 2-week rotations in which students participate in all aspects of cow/calf production medicine. Students participate in cattle processing activities at the Nancy M. Cummings Research, Extension and Education Center (NMCREEC) near Salmon, ID as well as field beef work in the Treasure Valley and on the Palouse.
   - **Reproductive Biotechnology –** Two 2-week rotations in which students are provided the opportunity to learn and practice techniques such as artificial insemination, ultrasonography of the reproductive tract of females, early pregnancy diagnosis, fetal sexing, and embryo transfer.
   - **Feedlot Production Medicine–** Two 2-week rotation in which students learn about feedlot layout(s) and management, feeding operation(s), hospital and processing, and bio-security programs. Students conduct a nutritional evaluation of the feedlot with a local feedlot nutritionist and prepare a comprehensive report and critique to be presented both in written and verbal format at the conclusion of the rotation.
   - **Lambing Management –** Two 2-week rotation in which students work alongside the crew of a large range-flock producer during the lambing period. Students participate in management of normal and abnormal pre-parturient, peri-parturient, and post-parturient ewes, neonatal diseases, and other routine veterinary procedures that arise during the lambing season.
   - **Beef Calving –** One 2-week rotation which gives students on-ranch experience in beef calving. Students are assigned to selected cow-calf operations. At their assigned location, students will be involved in intensive heifer calving, mature cow calving, and calving calls with local veterinarians. The students evaluate their assigned operation and prepare a written report at the conclusion of the rotation.

- **Dairy Production Medicine –** Three 2-week rotations in which students are exposed to all aspects of dairy production medicine. Students spend time with local dairy practitioners, U of I Extension dairy specialists, and a dairy nutritionist. They also are exposed to the products side of the dairy industry with tours of processing plants.

B. Pre-veterinary Students. A gift of $5,000 was given by the J.A. Wedum Foundation to support a pre-veterinary summer intern. The applicants for this internship are U of I pre-vet students who excel in academics and are interested in gaining some experience with production animal medicine before applying to veterinary school.

C. Veterinary Technician Students. We now offer a veterinary technician internship for College of Southern Idaho (CSI) students, in which the student works directly with our certified veterinary technician for a defined period of time to gain experience with production animals. We also provide cattle handling laboratories for veterinary technician students at two private institutions in the area.

2) **Outreach is a major component of the CVTC program and the faculty and staff of the Caine Center.** Activities consist of providing veterinary medical information and consultation to local and regional veterinarians, producers, small-herd or individual-animal owners; and, CVTC faculty regularly present continuing education programs for veterinarians at local, state, regional and national meetings. Faculty and staff present veterinary medical information to producers and animal owners both through oral presentations and in written format through Cooperative Extension Service publications and in lay magazines and journals. During the reporting period, CVTC faculty presented at the American Dairy Goat Association, Payette River Cattlemen's Association annual meetings, at The Jackson Hole Veterinary Rendezvous and the American Association of Small Ruminant Practitioners annual conference. The CVTC faculty contributed to *The Cattle Producers Library* produced by the Western Beef Resource Committee. Presentations were made to local Extension Service programs across the state. The CVTC faculty contributed to the *Owyhee County Cattleman's Corner* and to Idaho Cattle Association's *Line Rider.* Tours of the CVTC and presentations at "career day" activities of local schools are also an outreach to the Idaho community. Members of the Caine Center faculty assist local and regional fairs with animal health and bio-security by performing health check of exhibited animals. Services were provided to the Payette, Owyhee, Twin Falls, Ada and Gem/Boise County Fairs.

3) **FY2013 Grants and Contracts include $73,300 in funding for the Northwest Bovine Veterinary Experience Program (NW-BVEP).** Now in its sixth year, the primary objective of this program is to use an aggressive mentoring program to increase the number of food animal veterinarians graduating from veterinary school and practicing in Idaho. Grant funding for this activity increased over $15,000 from FY2012, and supported stipends for 21 students participating in the 2013 summer program.

4) **FY2013 Grants and Contracts also include $100,000 for a cooperative project with the Idaho Department of Fish and Game in the area of wildlife/domestic disease interaction, now in its 20th year.** Topics of investigation under this project umbrella include Pasteurella, Mannheimia, Bibersteinia and Mycoplasma species (PI: GC Weiser et al). Summary of recent research:
   A. Developed analyses of shedding of microbial pathogens by domestic sheep. This is a continuation of the cooperative UI/Caine Center and Idaho Fish & Game-USDA/ARS project to ascertain the flora and shedding patterns of domestic sheep, which could affect bighorn sheep health and management.
   B. Defined mycoplasma from domestic and bighorn sheep, and identified virulence factors for further analysis.
   C. Characterized a portion of the Pasteurellaceae collection and domestic sheep isolates by gcp PCR and 16S rRNA sequencing. This has been a major thrust and will be finished soon. These data will help elucidate the identities of pathogens carried by bighorn and domestic sheep and their relationships.
   D. Publications: Three refereed publications came into print during the last year. Another has been accepted and one more is in review.

5) **A project initiated four years ago utilizing UI and USDA-ARS funding,** followed the bacterial shedding characteristics of 125 sheep at the U. S. Sheep Experiment Station (USSES) at Dubois, ID over a two-year period. Analysis indicated that individual sheep do indeed shed Pasteurellaceae potential pathogens at different rates. The results of that project stimulated research collaboration between USDA-ARS and the University of Idaho for a five-year, $150,000 project to study the genetics of the sheep with regard to shedding of pathogens which cause respiratory disease (PI: GC Weiser, D Knowles et al).

6) **Teaching and learning have also been an integral part of the wildlife/domestic disease research conducted at the Caine Center.** This year we mentored a local student (Wilder High School) in a dual-enrollment honors program.

7) **During FY 2013, the Faculty at the Caine Center continued efforts in applied research, often in conjunction with veterinary teaching and outreach activities:**
   - A vaccine project is being conducted at the Nancy M. Cummings REEC (NMCREEC) near Salmon, ID to evaluate the potential of a vaccine for control of scours. This is a 3- to 5-year study funded by Zoetis (formerly Pfizer) Animal Health (PI: J England).
   - A flock of scrapie-positive sheep is still being maintained at the Caine Center. Tissues from these animals are utilized in ongoing research. We have on average 50 sheep available to TSE researchers, plus a very large bank of frozen tissues with known disease history and genotype. We also have a collection of scrapie brain homogenates, one of which has been described in the literature. One research paper is in the review process in collaboration with researchers in New Zealand, and a research abstract was presented at the International Sheep Conference in Rotorua, NZ, Feb. 2013 (PI: R. Kittelberger, SJ Sorensen et al).
   - Research continued this past year in the management of Johne's disease in sheep and goats, also allowing for student interaction with several cooperative flocks and herds. Activities included: ultrasound pregnancy examination of yearling goats, collection of samples, and on-farm assistance with goat kidding (PI: N Dalton, MW Ayers, B Mamer).
   - The laboratory services program at the Caine Center includes a new contract with a private cancer research company which produces Immunohistochemistry (IHC) Assay Kits to identify prions in animal tissue. The Caine Center's experience and volume of scrapie tissue are utilized in quality assurance testing.

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	Benchmark
1. Senior Veterinary Students Selecting Elective Rotations at the Caine Center.	80	54	71	67	40
2. Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho.	7 Students (64%)	7 Students (64%)	6 Students (56%)	9 Students (82%)	7 students (65%)
3. Number of Disease Investigations Conducted by WI Faculty Members.	228	279	210	122	150
4. Number/Dollar Amount of Grants/Contracts by WI Faculty Members.	10 / $303,350	9 / $358,651	8 / $242,476	8 / $326,332	7 / $300,000

University of Idaho–WI Veterinary Medicine Performance Measurement Report

Performance Measure Notes:

Rotations offered as electives at the Caine Veterinary Teaching Center continue to be very popular with senior veterinary students and receive consistently high student evaluations. Diagnostic services and field service activities also remain strong.

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For More Information Contact

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WWAMI

2015-2019 Strategic Plan

WWAMI is Idaho's regional medical education program, under the leadership and institutional mission of the **University of Idaho**, in partnership with the **University of Washington School of Medicine** (UWSOM). Idaho medical students spend the first year of their medical education on the campus of the **University of Idaho** in Moscow, study medicine on the campus of UWSOM in Seattle during their second year, and complete their third and fourth year clinical training at **regional medical sites in Boise, across Idaho,** or throughout the **WWAMI** (Washington, Wyoming, Alaska, Montana, Idaho) region.

As the **medical education contract program for the State of Idaho** with the University of Washington, the **UI-WWAMI Medical Program** supports the Strategic Action Plan of its host university, the University of Idaho, while recognizing its obligation

to the mission, goals, and objectives of its nationally accredited partner program, the UWSOM.

UWSOM and its partner WWAMI Medical Program in Idaho are dedicated to improving the general health and wellbeing of the public. In pursuit of our goals, we are committed to **excellence in biomedical education, research, and health care**. The UWSOM and WWAMI are also dedicated to ethical conduct in all of our activities. As the **pre-eminent academic medical center in our region** and as a national leader in biomedical research, UWSOM places special emphasis on educating and training physicians, scientists, and allied health professionals **dedicated to two distinct missions:**

- **Meeting the health care and workforce needs of our region**, especially by recognizing the importance of **primary care** and providing service to **underserved populations;**
- **Advancing knowledge** and assuming leadership in the **biomedical sciences and in academic medicine.**

We acknowledge a **special responsibility to the people** in the states of Washington, Wyoming, Alaska, Montana, and **Idaho,** who have joined in a unique regional partnership. UWSOM and WWAMI are **committed to building and sustaining a diverse academic community** of faculty, staff, fellows, residents, and students and **to assuring that access to education and training** is open to learners from all segments of society, acknowledging a **particular responsibility to the diverse populations within our region**.

Vision for Medical Student Education

Our students will be highly competent, knowledgeable, caring, culturally sensitive, ethical, dedicated to service, and engaged in lifelong learning.

UWSOM – Idaho WWAMI Medical Student Education Mission Statement

Our mission is to improve the health and wellbeing of people and communities throughout the WWAMI region, the nation, and the world through educating, training, and mentoring our students to be excellent physicians.

Goals for Medical Student Education

In support of our mission to educate physicians, our goals for medical student training are to:

1. Challenge students and faculty to achieve excellence;
2. Maintain a learner-centered curriculum that focuses on patient-centered care and that is innovative and responsive to changes in medical practice and healthcare needs;
3. Provide students with a strong foundation in science and medicine that prepares them for diverse roles and careers;
4. Advance patient care and improve health through discovery and application of new knowledge;
5. Teach, model, and promote:
    a. the highest standards of professionalism, honor, and integrity, treating others with empathy, compassion, and respect;
    b. a team approach to the practice of medicine, including individual responsibility and accountability, with respect for the contributions of all health professions and medical specialties;
    c. the skills necessary to provide quality care in a culturally sensitive and linguistically appropriate manner;
6. Encourage students to maintain and model a balanced and healthy lifestyle;
7. Foster dedication to service, including caring for the underserved;
8. Engage students in healthcare delivery, public health, and research to strengthen their understanding of healthcare disparities and regional and global health issues; and
9. Provide leadership in medical education, research, and health policy for the benefit of those we serve regionally, nationally, and globally.

Alignment with the Idaho State Board of Education's Strategic Plan 2015-2019

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access - Provide outreach activities that help recruit a strong medical student applicant pool for Idaho WWAMI.

- ***Performance measure***: the number of Idaho WWAMI medical school applicants per year and the ratio of Idaho applicants per funded medical student seat.
- ***Benchmark*:** National ratio of state applicants to medical school per state-supported seats.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho, equal to or better than the national state return rate.

- ***Performance measure***: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.
- ***Benchmark***: target rate – national average or better.

GOAL 2: CRITICAL THINKING AND INNOVATION - WWAMI will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of biomedical researchers, medical students, and future physicians who contribute to the health and wellbeing of Idaho's people and communities.

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

- ***Performance Measure***: WWAMI faculty funding from competitive federally funded grants.
- ***Benchmark***: $3M annually, through FY14.

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

- ***Performance Measures*:** Percentage of Idaho WWAMI medical students participating in medical research (laboratory and/or community health)
- ***Benchmark*:** 100%

Objective C: Quality Instruction – Provide excellent medical education in biomedical sciences and clinical skills.

- ***Performance measure***: pass rate on the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, taken medical training.

- ***Benchmark***: U.S. medical student pass rates, Steps 1 & 2.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- ***Performance measure***: the number of WWAMI rural summer training placements in Idaho each year.
- ***Benchmark***: 20 rural training placements following first year of medical education.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- ***Performance measure***: the number of WWAMI medical students completing clerkships in Idaho each year.
- ***Benchmark***: 20 clerkship students each year.

Objective C: Support and maintain interest in primary care and identified physician workforce specialty needs for medical career choices among Idaho WWAMI students.

- ***Performance measure***: Percent of Idaho WWAMI graduates choosing primary care, psychiatry, general surgery, and OB/GYN specialties for residency training each year.
- ***Benchmark***: 50% of Idaho WWAMI graduating class choosing needed work force specialties for residency training each year.

Objective D: Maintain a high level Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho.

- ***Performance measure***: Ratio of all WWAMI graduates who return to practice medicine in Idaho, regardless of WWAMI origin, divided by the total number of Idaho medical student graduates funded by the State.
- ***Benchmark***: target ratio – 60%

Objective E: Efficiently deliver medical education under the WWAMI contract, making use of Idaho academic and training resources.

- ***Performance measure***: Percent of Idaho WWAMI medical education contract dollars spent in Idaho each year.
- ***Benchmark***: 50%

Key External Factors (beyond the control of the Idaho WWAMI Medical Program):

Funding: the number of state-supported Idaho medical student seats each year is tied to State legislative appropriations. Availability of revenues and competing funding priorities may vary each year.

Medical Education Partnerships: as a distributed medical education model, the University of Idaho and the UWSOM WWAMI Medical Program rely on medical education partnership with local and regional physicians, clinics, hospitals, and other educational institutions in the delivery of medical training in Idaho. The availability of these groups to participate in a distributed model of medical education varies according to their own budget resources and competing demands on their time and staff each year.

Population Changes in Idaho: with a growing population and an aging physician workforce, the needs for doctors and medical education for Idaho's students only increases. Changes in population statistics in Idaho may affect applicant numbers to medical school, clinical care demands in local communities and hospitals, and availability of training physicians from year to year.

Planned Changes to Medical Curriculum in 2015: the University of Washington School of Medicine is currently engaged in a major review and revision of the medical school curriculum which will impact delivery of education and training in the WWAMI programs in Idaho. It is not know, yet, what impact these proposed changes will have.

Supplement: Performance Measures

Goal 1 / Objective A. The benchmark is the national ratio of state applicants to medical school to the number of state supported seats. The ratio of applicants in Idaho to the number of available seats was 8.6:1; the national ratio of in-state applicants to available seats is 2.2:1.

Goal 1 / Objective B. The benchmark is 41%, the national average of students that return to their native state to practice medicine. In Idaho, the return rate was 51% (271/533).

Goal 2 / Objective A. The benchmark for this objective is $3M annually, through 2014. In FY13, UI WWAMI faculty earned $4.4M in new funding from federal grants.

Goal 2 / Objective B. The benchmark is 100% of Idaho WWAMI students participating in medical research. All students at the UWSOM must participate in a research activity.

Goal 2 / Objective C. The benchmark for the U.S. Medical Licensing Examination (USMLE), Steps 1 & 2, is the U. S. medical student pass rates.

Goal 3 / Objective A. The benchmark is 20 rural training placements following the first year of medical education. During the past summer, twenty-one students completed a R/UOP experience in Idaho.

Goal 3 / Objective B. The benchmark is 20 clerkships per year in Idaho. The Idaho Track is a voluntary program of the University of Washington School of Medicine in which students complete the majority of required clinical clerkships within Idaho. Third-year Idaho Track medical students complete five of six required clerkships in Idaho, and fourth-year Idaho Track medical students complete three of four required clerkships in Idaho. Thirteen third-year students and fourteen fourth-year students participated in the Idaho Track during the 2012-2013 academic year. In addition to Idaho Track students, other UWSOM students rotated among the various clinical clerkships in Idaho.

Goal 3 / Objective C. The benchmark is 50% of the Idaho WWAMI graduating class choosing a specialty for residency training that is needed in the state (primary care, psychiatry, general surgery, and OB/GYN specialties). The specialties of the 2013 graduating class are as follows:

Anesthesiology (1)
Dermatology (1)
Emergency medicine (1)
Internal medicine (2)

Obstetrics – Gynecology (1)
Ophthalmology (3)
Orthopedic surgery (1)
Pediatrics (2)
Psychiatry (1)
Radiation – Diagnostic (4)
Radiation – Oncology (2)
Thoracic surgery (1)

Goal 3 / Objective D. The benchmark for the Return on Investment (ROI) for all WWAMI graduates who return to practice medicine in Idaho is 60%. The current ROI is 73%.

Goal 3 / Objective E. The benchmark for this objective is 50%, the percentage of Idaho WWAMI medical education dollars spent in Idaho each year. In FY13, 60% of the State appropriations were spent in Idaho.

University of Idaho - WWAMI Medical Education Performance Measurement Report 2013

Part 1 – Agency Profile

Agency Overview

The **Idaho WWAMI Medical Education Program** provides Idaho medical students with the opportunity to complete three of four years of medical school in Idaho, thereby developing their familiarity with the healthcare needs of the State and region, and increasing the likelihood that they will remain in Idaho communities to practice medicine. Twenty Idaho students complete their first year of medical school through the University of Washington School of Medicine's (UWSOM) regional program at the University of Idaho's (UI) Moscow campus, sharing resources and faculty with the joint program at Washington State University in Pullman, Washington. After completing their second year of training in Seattle, students have the opportunity to complete their 3rd and 4th year clinical training requirements in Idaho. These clinical rotations are coordinated through the Idaho WWAMI Medical Education Program office in Boise.

The first year WWAMI Program at UI is directed by Andrew Turner, PhD, who reports to the Provost at UI, and also functions as an Assistant Dean of the UWSOM. The WWAMI Medical Education Program office in Boise is directed by Mary Barinaga, MD, who reports to the Vice Dean for Regional Affairs at UWSOM, and also serves as an Assistant Dean in Idaho. The WWAMI Program at UI employs twelve part-time faculty (shared with other academic programs) and three administrative staff. Idaho students admitted to the WWAMI Medical Program are interviewed and selected by the Idaho Admissions Committee, a group of four Idaho physicians appointed by the Idaho State Board of Education, who work in cooperation with the University of Washington School of Medicine Admissions Committee.

The Idaho WWAMI Medical Education Program is committed to helping prepare physicians for medical practice in Idaho, regardless of eventual specialty selection, as well as increasing the number of physicians who choose to practice in rural or underserved areas. There is also a strong commitment to the partnership between excellence in research and teaching in medical education. On average, WWAMI faculty in Idaho brings in $5 Million each year in biomedical research awards. Cutting-edge research prepares the next generation of doctors to be well-informed and at the forefront of clinical medical practice. The WWAMI faculty at the University of Idaho and our clinical/research faculty in Boise, Pocatello, Caldwell, Coeur d'Alene, Idaho Falls, McCall, Sandpoint, Hailey, and other rural training communities are committed to being dynamic teachers and informed biomedical scholars.

In addition, WWAMI program goals include the continued development of humanitarian and service interests of our medical students, and recruitment from groups within Idaho that are traditionally underrepresented in medical school populations. WWAMI has established outreach programs to high schools and community colleges to encourage and prepare talented Idaho students from rural, underprivileged, or minority backgrounds who have an interest in medicine and health careers.

Core Functions/Idaho Code

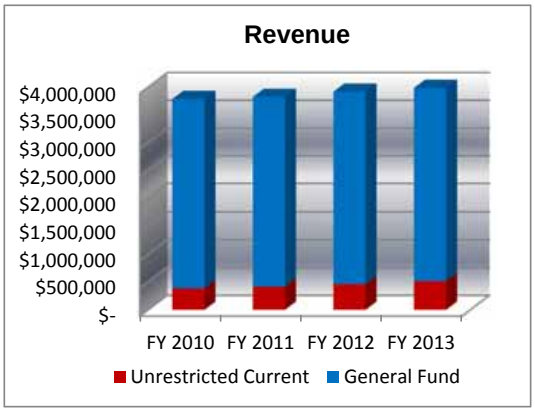
The core function of the Idaho WWAMI Medical Education Program at the University of Idaho is to provide qualified Idaho residents with access to and education in medical training as part of the Idaho State Board of Education's contract with the University of Washington School of Medicine. Idaho Code **§33-3720** authorizes the State Board of Education to enter into contractual agreements to provide access for Idaho residents to qualified professional studies programs, and specifically, the WWAMI Medical Education Program (33-3717B(7)).

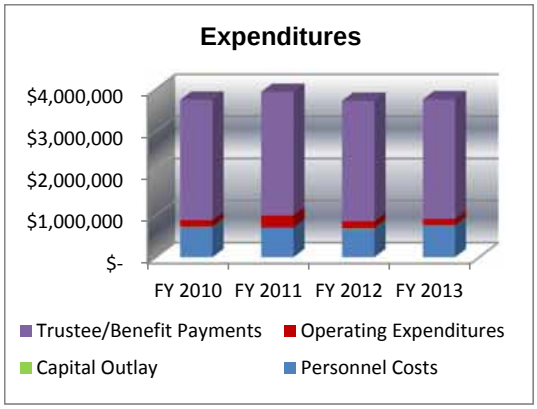
University of Idaho - WWAMI Medical Education Performance Measurement Report 2013

WWAMI

Revenue and Expenditures:

Beginning Fund Balance	FY 2010	FY 2011	FY 2012	FY 2013
	$ 305,684	$ 344,314	$ 230,973	$ 425,119
Revenue	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
General Fund	$ 3,395,500	$ 3,402,400	$ 3,451,600	$ 3,465,200
Unrestricted Current	388,874	418,449	463,763	$ 518,164
Total	**$ 3,784,374**	**$ 3,820,849**	**$ 3,915,363**	**$ 3,983,364**
Expenditure	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
Personnel Costs	$ 711,639	$ 706,452	$ 667,856	$ 752,266
Operating Expenditures	157,319	287,996	168,612	$ 149,805
Capital Outlay	12,626	0.00	18,150	$ 8,270
Trustee/Benefit Payments	2,864,160	2,939,741	2,866,599	$ 2,845,515
Total	**$ 3,745,744**	**$ 3,934,190**	**$ 3,721,218**	**$ 3,755,856**
Ending Fund Balance	**FY 2010**	**FY 2011**	**FY 2012**	**FY 2013**
	$ 344,314	$ 230,973	$ 425,119	$ 652,626





Cases Managed and/or Key Services Provided	FY 2010	FY 2011	FY 2012	FY2013
Number of Idaho Students Applying to UW Medical School (WWAMI) - Average GPA ID WWAMI - Average MCAT Score ID WWAMI	114 3.8 9.9	129 3.8 9.5	149 3.7 10.2	158 3.7 10.2
Number of Idaho Students Admitted to UW Medical School	20	20	20	20
Number/Percentage of Graduates Practicing in Idaho (cumulative)	242/49%	248/50%	254/49%	263/50%

University of Idaho - WWAMI Medical Education Performance Measurement Report 2013

Performance Highlights:

1. In 2012-2013, 20 UWSOM students from Idaho completed their first year of medical school in Idaho. In addition, thirteen third-year and fourteen fourth-year UWSOM students (from Idaho and other WWAMI states) completed the majority of their third and fourth year clinical rotations within Idaho on the "Idaho Track". Overall, a total of 110 different UWSOM third and fourth year medical students completed one or more clinical rotations in Idaho during this academic year. Those 110 medical students took a total of 241 individual clinical rotations in Idaho (176 required courses and 65 elective courses.

2. In February of 2013, the Idaho State Legislature appropriated funding to support five new first-year medical seats in the Idaho WWAMI Targeted Rural and Underserved Track program (TRUST). This expands Idaho class size to 25 medical students starting in fall 2013. The mission of TRUST is to provide a continuous connection between underserved communities, medical education, and health professionals in our region. This creates a full-circle pipeline that guides qualified students through a special curriculum connecting them with underserved communities in Idaho. In addition, this creates linkages to the UWSOM's network of affiliated residency programs. The goal of this effort is to increase the medical workforce in underserved regions.

3. Idaho WWAMI continues to nurture student interest in rural and underserved medicine through offering rural training experiences like the "Rural Underserved Opportunities Program" (R/UOP) during the summer between their first and second years of medical school. During summer 2013, we placed 21 first-year medical students in this one-month rural primary care training experience throughout Idaho. In addition, the Idaho WWAMI R/UOP program received the 2012 Outstanding Program Award from the American Academy of Family Physicians, and was honored at their AAFP Foundation awards banquet in Philadelphia, PA.

4. This year, five Idaho medical students were elected as members of the UWSOM chapter of Alpha Omega Alpha, the national honor society for medicine. By national guidelines, these students must be in the top twenty-five percent of the class to be eligible for election, and must show evidence of personal and professional development as a physician-in-training, integrity, compassion, fairness in dealing with one's colleagues, and capacity for leadership. Our Idaho honorees were Camille Asher (Boise), Hillary Chisholm-Stiefel (Coeur d'Alene), Derek Hill (Idaho Falls), Brooke Jardine (Twin Falls), and Lucas Marchand (Pocatello).

5. Admission interviews for Idaho applicants took place in Boise January 7-11, 2013 and in Seattle March 4-8, 2013. Applicants choose their interview site; all interviews were done by Idaho physicians who make up the Idaho Admissions Committee during both weeks. For the entering class of 2013, Idaho received 158 total applications. Of these applicants, a total of 72 were interviewed, 44 in Boise and 32 in Seattle. Idaho WWAMI admission interviews in Boise are a permanent part of the WWAMI admission process for Idaho students.

6. WWAMI-affiliated faculty at the UI continues to be highly successful in bringing National Institute of Health biomedical research funding into Idaho. The Idaho INBRE Program, now in its fifth year of a five year, $16.6 Million NIH award to build Idaho's biomedical research infrastructure, continues to expand research capacity at all nine of Idaho's universities and colleges and the Boise VA, through shared faculty funding and student research training support. In addition, WWAMI faculty earned $4 million in new funding from NIH, to advance biomedical research in infectious and genetic diseases.

University of Idaho - WWAMI Medical Education Performance Measurement Report 2013

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY2013	Benchmark
Number of Idaho Applicants Per Year; Ratio of State Applicants Per Seat	114 5.7 : 1	129 6.5 : 1	149 7.5 : 1	158 8.6 : 1	2.2 : 1[1]
Idaho WWAMI Pass Rate on the U.S. Medical Licensing Examination	100%	100%	100%	100%	91% [2]
Number of Idaho Rural Summer Medical Student Placements Per Year	20	18	20	21	10 [3]
Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho (Idaho WWAMI graduates practicing in state/number of Idaho WWAMI graduates)	49%	50%	49%	50%	39% [4]
Overall Idaho return on investment (ROI) for WWAMI graduates (five states) who practice medicine in Idaho (all WWAMI graduates practicing in Idaho/number of Idaho WWAMI graduates)	72%	73%	72%	73%	>60%
Percentage of Idaho WWAMI graduates choosing primary care specialties for residency training	35%	39%	53%	51%	50%[5]

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1. This is the national ratio of in-state applicants per admitted students (2010)
2. U.S. Pass Rate
3. The target is 50% interest in rural training experiences
4. This is the national return rate for all medical schools in the U.S.
5. This target rate is per WWAMI mission

ISU Department of Family Medicine
Strategic Plan
2015-2019

Vision:

The Idaho State University Family Medicine Residency (ISU FMR) envisions a clinically rich residency program; graduating courteous, competent, rural physicians.

Mission:

ISU FMR is committed to interdisciplinary, evidence-based care and service to our patients and community; university-based education of residents and students; and recruitment of physicians for the State of Idaho.

Values:

PROFESSIONALISM – We adhere to the highest level of professionalism in our relationships with our patients, staff and colleagues

COMMUNICATION – We aspire to clear, open communications with each other and our patients; and to precise, well-formatted presentation of medical information to other physicians

QUALITY – We continually seek ways to analyze and improve the quality of care provided to our patients, and to fulfill the published criteria of excellence in residency education.

COLLEGIALITY – As medical educators and learners we coordinate education and care with colleagues from a wide range specialties and health professions.

INNOVATION – We espouse current innovations in primary health care including electronic record keeping and communication, and the Patient Centered Medical Home Model.

ACCOUNTABILITY – We are accountable to ourselves and to our sponsors for the financial viability of the residency and the efficiency of the department.

RESPONSIBILITY – We take responsibility for our actions and work to improve patient care through excellence in medical education.

RESPECT – We demonstrate respect for each other and those with whom we interact. We remain courteous in our interactions and in respecting diversity. Even if we disagree, we do so with both civility and a desire to reach mutually beneficial solutions.

JUSTICE – We believe all patients have a fundamental right of access to appropriate health care. We advocate for our patients and assist them in navigating through the health care system.

BENEFICENCE – Primum non nocere. Patients will not be harmed by our care. Resident education will not be abusive or excessive in work hours or disrespectful of personal needs.

AUTONOMY – We respect a patient's right to decide their health care, and to information to assist in the decision making process.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access:

a. Work with Portneuf Medical Center to establish collaborative hospitalist program
   - *Performance measure:*
     - *Integration of hospitalist and residency services*
   - *Benchmark:*
     - Complete shared attending supervision: 24 weeks / 28 weeks. Uniform standards of care including core measures.

b. Start the new rural training track (RTT) in Rexburg
   - *Performance measure:*
     - Interview and enter match for the RTT
   - *Benchmark:*
     - Match RRT residents

c. Expand first-year class to 7 residents and total residency size to 21 to fill Rural Training Track
   - *Performance measure:*
     - Number of residents
   - *Benchmark:*
     - Overall number of residents will increase

d. Structure the program so that 50% of graduates open their practices in Idaho
   - *Performance Measure*
     - Number of graduates practicing in Idaho
   - *Benchmark:*
     - 50% of graduates practicing in Idaho

GOAL 2: Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research
Objectives for quality:

a. Develop additional pediatric training opportunities with FMRI in Boise at St. Lukes.
   - *Performance measure:*
     - Number of pediatric rotations

- *Benchmark:*
  - Number of pediatric rotations in Boise in third residency year will increase

b. Improve Quality of Care criteria of a Patient Centered Medical Home
- *Performance measure:*
  - Meet the national criteria of PCMH
- *Benchmark:*
  - 2013: 75% of criteria met. 2014: 90% of criteria met.

c. Maintain and expand clinical research program by identifying new project opportunities
- *Performance measure:*
  - Number of new clinical research projects
- *Benchmark:*
  - Number of new research projects will increase

GOAL 3: Efficiency – improve long-term financial viability of the department/residency program

Objectives for efficiency:

a. Identify the best operational and financial structure to maximize funding streams and clinical revenues
- *Performance measure:*
  - Identify residency structural change for the clinic to become a New Access Point for Health West.
- *Benchmark:*
  - Integration of Health West and Pocatello Family Medicine

b. Transition residency program through change in ownership and administration of Portneuf Medical Center (PMC)
- *Performance measure:*
  - Level of support from PMC for ISU Family Medicine
- *Benchmark:*
  - No reduction in financial and programmatic support

c. Increase GME reimbursement
- *Performance measure:*
  - GME dollars reimbursed through cost report
- *Benchmark:*
  - Number of resident FTEs reimbursed

External Factors (beyond control of the ISU Department of Family Medicine)

1. **Access – Recruitment of physicians for Idaho.**

a. Hospitalist program is dependent on financial support from PMC. The integration of the hospitalists and residency services is dependent on PMC/ISU affiliation.
b. For the rural training track RTT to move forward, Madison Memorial Hospital must have adequate financial resources. As of January 2010, Madison has postponed its financial commitment to the RTT. As of March 2013, Madison Memorial has a new CEO and is able to contemplate the local financial support. A new site director is being appointed and maintenance of accreditation being pursued to allow late implementation.
c. Applicant interest in the ISU FMR Rural Training Track.

2. **Quality – Sustain and continuously improve medical care for Idaho citizens through education, quality improvement, and clinical research.**
    a. Availability of pediatric training in Boise
    b. National criteria of a Patient Centered Medical Home.
    c. External research funding opportunities.

3. **Efficiency- Improve the Long-term financial viability of the department/residency program.**
    a. New Access Point funding
    b. Medicaid interim rate
    c. The policies of Legacy are critical to the long term viability of the residency programs that are housed in PMC.

Strategic Planning – Mid-term (3-5 years)
The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access

1. Expand core residency program to 8-7-7 with two residents in RTT
    - *Performance measure:*
        - Number of residents
    - *Benchmark:*
        - Increased number of residents

2. Start a rural & international academic fellowship program
    - *Performance measure:*
        - Number of fellows
    - *Benchmark:*
        - Increased fellows

GOAL 2: Efficiency – Improve long-term financial viability of the department/residency program
Objectives for access

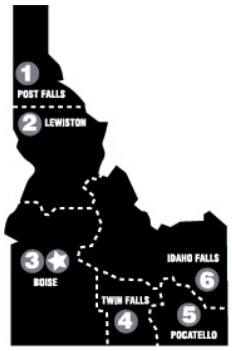
1. Develop collaborative and supportive affiliation with Health West.
    - *Performance measure:*
        - Completion of joint budgeting process
    - *Benchmark:*
        - Meeting joint budgetary goal
2. Develop collaborative and supportive affiliation with PMC.
    - *Performance measure:*
        - Completion of affiliation agreement with agreed ongoing support.
    - *Benchmark:*
        - Dollar amount of financial support

Strategic Plan
2014-2018

Background:

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as part of a nationwide network created to improve for the success of small businesses. The U. S. Small Business Administration, the State of Idaho, the hosting institutes of higher education, and private donations fund the organization.

The Idaho SBDC network includes business consultants, trainers, support staff and volunteers that operate from the state's colleges and universities. Boise State University's College of Business and Economics serves as the host with administrative responsibility for directing the type and quality of services across the state. Six Regional offices are funded under sub-contracts with their host institutions. The locations result in 90% of Idaho's businesses being within a 1 hour drive:



- ❶ North Idaho College - Coeur d'Alene
- ❷ Lewis-Clark State College - Lewiston
- ❷ Boise State University – Boise and Nampa
- ❹ College of Southern Idaho - Twin Falls
- ❺ Idaho State University - Pocatello
- ❻ Idaho State University - Idaho Falls

Services include confidential one-on-one consulting and focused training. Staff members are very involved in the business and economic development efforts in their areas and; therefore, are positioned to respond rapidly to the changing business environment.

Mission:

To enhance the success of small businesses in Idaho by providing high-quality consulting and training.

Vision:

Idaho SBDC clients are recognized as consistently outperforming their peers.

Tag Line:

Directions, Solutions, Impact

Operating Principles:

Service is the primary product of the Idaho SBDC. Creating and maintaining a high standard of service requires a commitment to four principles:

1. Focus on the Client: The very future of the Idaho SBDC program depends on creating satisfied clients. To this end, each client contact must be considered an opportunity to focus on client needs and desires. Responding quickly with individual attention to specific and carefully identified client needs, then seeking critical evaluation of performance are standard processes followed with each client and training attendee.

2. Devotion to Quality: Providing consulting and training through a quality process and constantly seeking ways to improve that process are necessary to providing exceptional service. Fostering teamwork, eliminating physical and organizational barriers that separate

people, establishing long-term relationships with partners and encouraging all to participate in quality improvement are some of the actions that demonstrate devotion to quality.

3. Concentration on Innovation: To innovate is to improve through change. Staff members constantly seek ways to improve methods and processes and assume a leadership role in trying new approaches to serve clients. Regular performance reviews, participation in related organizations, and attending professional development workshops are some of the ways that innovation is supported.

4. Commitment to Integrity: The Center values integrity and will conduct all of our services in an ethical and consistent manner. We will do our best to provide honest advice to our clients with our primary motivation to be the success of the business. In return, we also expect our clients to be straight forward and share all information necessary to assist them in their business.

Priorities:

The Idaho SBDC will focus on the following priorities:

1. Maximum client impact – While the SBDC provides services to all for-profit small businesses, it is clear that a small percentage of businesses will contribute the majority of the impact. Improving the ability to identify impact clients, develop services to assist them, and create long-term connections will increase the effectiveness of the Idaho SBDC.

2. Strong brand recognition – The Idaho SBDC remains unknown to a large number of businesses and entrepreneurs, as well as stakeholders. A consistent message and image to convey the SBDC value in conjunction with systematic marketing are necessary to raise the awareness of the SBDC value to both potential clients and stakeholders.

3. Increased resources – Federal funding remained level from 1998 until 2007 resulting in a very lean operating budget and loss of several positions. A slight increase was received for 2008 however; additional resources – both cash and in-kind – are necessary to have an impact on a greater portion of small businesses and entrepreneurs.

4. Organizational excellence – The Idaho SBDC is in the top 10% of SBDCs on all impact measures, is consistently one of the top 5 states on the Chrisman impact survey, and received accreditation in 2009 with no conditions. The organization must continually improve to maintain this excellence.

Market Segments:

The small business market served by the Idaho SBDC can be divided into three segments. With limited resources and the knowledge that in-depth, on-going consulting gives greater returns, the focus is on Segment 3 – high impact clients. The Idaho SBDC Marketing Plan contains additional information on state demographics and how these segments fit into the overall plan.

Segment 1:
Pre-venture – These potential clients are not yet in business. They will be assessed for the level of effort already put into the venture. Entrepreneurs who have not moved beyond the idea stage will be directed to a variety of resources to help them evaluate the feasibility of their idea. They will need to take further steps before scheduling an appointment with a consultant. These pre-venture clients will be less than 40% of the total clients and will receive 25% or less of consulting services. A small segment of these clients will be designated as high impact potential clients (Segment 3).

Segment 2:
Established businesses – This segment has already established a business. A consultant will meet with them to evaluate their needs and formulate a plan to work together. The majority of businesses in this category will have 20 employees or less. Over 60% of Idaho SBDC clients and over 75% of consulting time will be spend on clients in this category. This segment will also contain some businesses that will be designated as high impact potential (segment 3).

Segment 3:
Impact clients – This segment is composed of businesses with the potential to grow sales and jobs. It is further divided into those with expected short-term impact and those that are considered long-term growth clients. These businesses will receive focused long-term services and coaching and be tracked separately in the MIS system with a goal of spending at least 40% of time on these clients.

Segment 4:
Export and Technology clients – Focus is on these segments because exporting brings wealth into the state and technology companies tend to create higher paying jobs. Cross network teams have been created to assist these clients. Export companies are typically existing businesses while tech companies can occur in either pre-venture or existing business segments.

Success:

Success is defined as a client achieving the best possible outcome given their abilities and resources. Success does not necessarily mean that the business will start or that there will be increases in capital, sales, and jobs. For some clients, the best possible outcome is to decide not to open a business which has a high likelihood of failure. Preserving capital can be success in some situations. There may also be circumstances that cause a client to choose to limit the growth of their business. It is important to recognize the clients' goals, help them understand their potential, and then jointly identify success.

Allocation of Resources:

The Idaho SBDC shifts resources as appropriate to achieve the goals of the Strategic Plan. Lean budgets have prompted shifting financial resources from operating to personnel to assure that Idaho small businesses receive the same level of service. Currently, the operating budget for the Idaho SBDC is at what is considered a floor for supporting existing personnel and offices. The annual budget for the Idaho SBDC is distributed as follows:

- Personnel = 71% of total budget, 90% excluding indirect costs
- Operating (travel, consultants, supplies, etc.) = 8% of total budget and 10% excluding indirect costs
- Indirect costs = 21%

Increases in funding will be directed toward client assistance. Reduction in funding will favor minor reductions in employee hours versus eliminating positions.

In addition to financial constraints, the Operations Manual sets a policy for allocation of time as 60% consulting, 20% training, and 20% administrative. Milestones for each center and minimum hours for consultants and regional directors are based on the time allocation. To maintain service at the existing level, operate within the financial constraints, and meet the time allocation policy, the Idaho SBDC focuses on shifting personnel resources to achieve strategic plan goals. For example, to shift the focus to high impact clients, requests for assistance from pre-venture businesses are shifted to training and web resources to free up consulting time. The SBDC will continue to use this model for distribution of resources to achieve the strategic plan goals as long as a constraint remains on operating resources.

Needs:

In the statewide survey – three areas were identified as top client needs Idaho SBDC:

- Access to capital
- Marketing
- Health care insurance
- Business model
- Mobile apps and tools

These topics will be the incorporated into training courses and professional development for consultants.

SWOT

INTERNAL	EXTERNAL
Strengths	Opportunities
• No-cost • People – expertise, passion, and professional development system • Public and private partnerships and networks • Systems for high performance • Leadership at all levels	• Changes in the economy • Strategic partners – leveraging resources • Entrepreneurial culture • Increase in angel investors • New business trends – green, etc. • Baby boomers
Weaknesses	Threats
• Market position – penetration of established small business market, brand, awareness beyond startup assistance (attraction of high growth companies) • Sharing tools and resources at state and national levels • Large geographical area to cover • Implementation – disciplined follow-up	• Economy – especially in rural areas, hard for businesses to succeed and hard for businesses in all area to find funding • Past funding reductions at state and federal level • Competitors

Goals and Objectives:

Maximum Client Impact

Goal 1: Maintain Idaho SBDC client sales and employment growth at 8 times the growth of the average Idaho small business.

Objective 1.1: Proactively manage impact clients.

Performance Measure: Hours devoted to impact clients
Benchmark: 40% by December 2014.

Objective 1.2: Create and implement a systematic process for collecting and verifying impact.

Performance Measure: Percent of impact verified
Benchmark: 100% of impact verified by 2014.

Objective 1.3: Expand and integrate export assistance into the network.

Performance Measure: Collaborate with the International Business program to develop student projects for clients.
Benchmark: 5 student projects per year.

Objective 1.4: Create a systematic process for assisting technology-based clients.

Performance Measure: Obtain technology accreditation by July 2015.
Benchmark: Decision

Performance Measure: Use statewide Tech Team to assist technology companies.
Benchmark: 100 companies

Strong Brand Recognition

Goal 2: Increase brand awareness with stakeholders and the target market.

Objective 2.1: Develop and implement a process for systematically communicating our impact and our success with stakeholders.
Performance Measure: Distribute success stories
Benchmark: Quarterly

Performance Measure: Develop and send an electronic newsletter to stakeholders.
Benchmark: Quarterly

Objective 2.2: Increase articles, posts, etc. in the media
Performance Measure: Increase media impressions
Benchmark: 20% increase in media impressions for 3 years

Objective 2.3: Increase website usage by 20% by 2014.
Performance Measure: Update website
Benchmark: Increase website usage by 20% by December 2014.

Increase Resources

Goal 3: Increase funding to the Idaho SBDC by $300,000 and student/volunteer resources to 6,000 hours.

Objective 3.1: Seek additional state funding increase for FY16.
Performance Measure: Line item request
Benchmark: $300,000 funding for 100 jobs, $2,000,000 in client capital

Objective 3.2: Use students, faculty, volunteers and other experts to supplement SBDC consulting and provide additional resources for clients.
Performance Measure: # students projects, # volunteer hours
Benchmark: Minimum of 10 student projects or 500 volunteer hours per year per office.

Organizational Excellence

Goal 4: The percentage of Idaho SBDC clients' impact to the total national impact is greater than Idaho's percentage of SBA funding.

Objective 4.1: Integrate the highest standards and systems into day-to-day operating practices to achieve excellence on all reviews and meet goals.

Performance Measure: Achieve highest rating and/or meet goals for SBA exam, program reviews, Accreditation, SBA goals, etc.
Benchmark: Highest rating

Objective 4.3: Achieve 90% participation of the Advisory Board members in scheduled meetings.
Performance Measure: Communicate regularly with Advisory Board by sending monthly critical measures, success stories and updates on significant events.
Benchmark: 90**%** participation

External Factors

The items below are external factors that significantly impact the Idaho SBDCs ability to provide our services and are outside of our control.

1. **Economy**. The general state of the economy in Idaho and across the nation has a huge impact on the Idaho SBDC's ability to create impact through our assistance to entrepreneurs. The Idaho SBDC has observed that businesses that use our services do much better in poor economic times than does the average business in Idaho. The recent economic downturn has highlighted how challenging it is to grow sales, increase jobs, raise capital, and start a new business.

2. **Funding.** Funding for Federal, University and State sources directly impact the resources available to the Idaho SBDC. Without the financial resources available to hire and retain the right people and provide them with resources (phone, computers, etc), it will be challenging to serve Idaho's entrepreneurs effectively.

Idaho Small Business Development Center
Program Performance Measures/Benchmarks

Supplemental to Strategic Plan 2014

Performance Measure	Description/Benchmark*	CY2013
Consulting Hours	The total number of hours of consulting and preparation time; Goal is 16,000	16,351
Average Hours Per Client	Goal is 8.5	14
% hours for Impact Clients	Goal is 40%	30%
# of tech companies	Goal is 100	85
Student/volunteer hours	Goal is 6,000	5,121
Number of Client with 5 hours or more of contact and preparation time	Goal is 550	520
Business Starts	Goal is 72	70
Jobs Created	Goal is 500	438
Sales Growth	Growth in sales year to year. Goal is $25,000,000	$33,744,289
Capital Raised	Capital raised in the current year. Goal is $25,000,000	$24,404,640
ROI (Return on Investment)	The cost of the Idaho SBDC versus the increase in taxes collected due to business growth by SBDC clients. Goal is 3.0	4:1
Customer Satisfaction	Percentage of above average and excellent rating, Goal is 90%	98%

*The benchmarks (goals) are developed with data from other SBDCs, the SBA, and from our accrediting organization.

Idaho Dental Education Program

S T R A T E G I C P L A N

2015-2019

MISSION STATEMENT

The Mission of the Idaho Dental Education Program is to provide Idaho residents with access to quality educational opportunities in the field of dentistry.

The Idaho Dental Education Program is designed to provide Idaho with outstanding dental professionals through a combination of adequate access for residents and the high quality of education provided. The graduates of the Idaho Dental Education Program will possess the ability to practice today's dentistry. Furthermore, they will have the background to evaluate changes in future treatment methods as they relate to providing outstanding patient care.

The Idaho Dental Education Program is managed so that it fulfills its mission and vision in the most effective and efficient manner possible. This management style compliments the design of the program and provides the best value for the citizens of Idaho who fund the program.

GOALS OF THE IDAHO DENTAL EDUCATION PROGRAM

The Idaho Dental Education Program (IDEP) serves as the sole route of state supported dental education for residents of Idaho. The IDEP program has been consistent in adhering to the mission statement by fulfilling the following goals:

Goal 1: Provide access to a quality dental education for qualified Idaho residents.

Objective:
Provide dental education opportunities for Idaho residents comparable to residents of other states.

- *Performance Measure:*
  - Contract for 4-year dental education for at least 8 Idaho residents.
- *Benchmark:*
  - Current contract in place with Creighton University School of Dentistry or another accredited dental school.

- *Performance Measure:*
  - Board examination scores on both Parts I and II of the Dental National Boards.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

- *Performance Measure:*
  - Percentage of first time pass rate on the Western Regional Board Examination or Central Regional Dental Testing Service.
- *Benchmark:*
  - Pass rate will meet or exceed 90%.

Objective:

Provide additional opportunities for Idaho residents to obtain a quality dental education.

- *Performance Measure:*
  - Number of students in the program.
- *Benchmark:*
  - Increase the number of students in the program from 8 to 10.

Goal 2: Maintain some control over the rising costs of dental education.

Objective:
Provide the State of Idaho with a competitive value in educating Idaho dentists.

- *Performance Measure:*
  - State cost per student.
- *Benchmark:*
  - Cost per student will be less than 50% of the national average state cost per DDSE (DDS Equivalent). The cost per DDSE is a commonly utilized measure to evaluate the relative cost of a dental education program.

Goal 3: Serve as a mechanism for responding to the present and/or the anticipated distribution of dental personnel in Idaho.

Objective:
Help meet the needs for dentists in all geographic regions of the state.

- *Performance Measure:*
  - Geographical acceptance of students into the IDEP program.
- *Benchmark:*
  - Students from each of the 4 regions of Idaho (North, Central, Southwest, and Southeast) granted acceptance each year.

- *Performance Measure:*
  - Return rates**.**
- *Benchmark:*
  - Maintain return rates of program graduates in private practice which average greater than 50%.

Goal 4: Provide access for dental professionals to facilities, equipment, and resources to update and maintain professional skills.

Objective:
Provide current resources to aid the residents of Idaho by maintaining/increasing the professional skills of Idaho Dentists.

- *Performance Measure:*

- Continuing Dental Education (CDE).
- *Benchmark:*
  - Provide continuing dental education opportunities for regional dental professionals when the need arises.

- *Performance Measure:*
  - Remediation of Idaho dentists (if/when necessary).
- *Benchmark:*
  - Successfully aid in the remediation of any Idaho dentist, in cooperation with the State Board of Dentistry and the Idaho Advanced General Dentistry Program, such that the individual dentist may successfully return to practice.

KEY EXTERNAL FACTORS:

Funding:

Most Idaho Dental Education Program goals and objectives assume ongoing, and in some cases additional, levels of State legislative appropriations. Availability of these funds can be uncertain. Currently with State budget reductions that specifically impact our program, the goal to increase the number of available positions within the program from 8 to 10 is not feasible, but this will remain a long-term goal for the program.

Program Participant Choice:

Some IDEP goals are dependent upon choices made by individual students, such as choosing where to practice. Even though this is beyond our control, we have had an excellent track record of program graduates returning to Idaho to practice.

Idaho Dentist to Population Ratio

The more populated areas of Idaho are more saturated with dentists, making it difficult for new graduates to enter the workforce in these areas. With this in mind, we have still seen a good percentage of program graduates return to Idaho to practice.

Educational Debt of Graduates

The average educational debt of IDEP graduates continues to increase each year (for 2012 it was $186,385). This amount of debt may limit graduates to more urban areas of practice initially.

Student Performance

Some of the goals of the program are dependent upon pre-program students to excel in their preparation for the program. However, we have not encountered difficulty in finding highly qualified applicants from all areas of the State.

Idaho Museum of Natural History
Strategic Plan Revision
2014-2019

Herbert Maschner, Director
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Dear Fellow Idahoan:

I present to you a five-year vision — a strategic plan — for the Idaho Museum of Natural History (IMNH). The plan outlines how we will build on the museum's accomplishments in researching, preserving and sharing the story of Idaho's natural and cultural history. It also takes us toward a new frontier: development of a "virtual" museum that uses the Internet to mitigate the challenges of Idaho's geography and extend the benefits of the museum to all.

The plan puts substantial focus on important issues that impede our ability to fulfill the museum's legislated mandate. Among those issues are funding, and the inadequacy of our current building. The overriding goal for the next five years, however, is increasing access to the research and educational benefits we offer not only to the people of Idaho, but to people around the world.

Various Internet-driven technologies make it possible now to deliver IMNH research and educational programs to students, educators, families, scientists and others wherever they live, learn and work. A "virtual visit" is no substitute for a personal visit to our exhibitions and collections. Yet we are acutely aware that personal visits to our facilities in Pocatello aren't possible for many of the people we are obligated to serve. The Internet empowers us to bring the museum to them.

This is an ambitious plan, and the challenges we face in achieving its goals are formidable. Yet we are inspired by the determination of a few professors and community leaders to establish this museum during the depths of the Great Depression. They looked beyond the difficulties of their time, and saw what a museum could do for the generations to come. They saw opportunities when it was reasonable to see only obstacles. We are committed to doing no less.

The Idaho Museum of Natural History has been at the forefront of science education in Idaho for more than 75 years. This strategic plan reflects opportunities to build on that legacy. It is a pathway with obstacles to overcome, but the destination is worthy. Please join me on the journey ahead.

Sincerely,

Herbert Maschner, Ph.D.
Director, Idaho Museum of Natural History

Idaho Museum of Natural History
Draft Strategic Plan Revision
2014-2019

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Moving forward

Idaho Museum of Natural History

Introduction

The Idaho Museum of Natural History (IMNH) is the state's premier institution of its kind for discovering, interpreting, preserving and disseminating knowledge is the core disciplines of Natural History. These include:

Earth Sciences and Ancient Environments
- paleontology
- rocks and minerals
- earth history

Life Sciences and Ecosystems
- botany
- mammals, birds, fish and reptiles
- ecosystems and adaptations

Peoples, Cultures, and Ancient Lifeways
- anthropology
- archaeology
- human ecology

Accredited by the American Association of Museums, IMNH operates under the auspices of the State Board of Education from the campus of Idaho State University, a doctoral-level and Carnegie-designated "research high" university in Pocatello. The university provides substantial support, advocacy and supervision. This is a mutually beneficial and supportive relationship that facilitates museum engagement with students, faculty, K-12 educators and other important constituents locally, statewide and around the world.

Our four divisions -- anthropology, earth sciences, life sciences and education -- operate in facilities that include classrooms, research laboratories, artifact and fossil preparation laboratories, storage for permanent collections, and an exhibition fabrication shop. The museum houses an exhibition gallery, the Idaho Virtualization Laboratory, curator offices, and research areas for students and visiting scientists. There also are administrative offices, the Education Resource Center, Children's Discovery Room and the Museum Store.

Through a range of opportunities for learning and enrichment, we reach out continually to diverse constituencies, from K-12 and graduate students to higher-education faculties and field researchers.

Our roots

The museum is rooted in Idaho's higher-education system. A group of forward-looking professors and community leaders founded it in 1934 as the Historical Museum at the Southern Branch of the University of Idaho — today's Idaho State University. In 1977, Gov. John Evans signed a proclamation designating IMNH as Idaho's museum of natural history; in 1986 the Legislature made the proclamation law.

Our mission

We are caretakers of Idaho's natural and cultural history. Our legislative mandate is the collection, interpretation and exhibition of artifacts, fossils, plants and animals in educational ways. Our goal each day is to enrich the lives of the people of Idaho through understanding of our natural heritage.

We use science to tell the story of Idaho. Through scholarship, stewardship and outreach, we add new knowledge to past discoveries and make what we learn accessible to all for benefits we may not foresee. We answer questions about our world and raise new ones, always nurturing humankind's yearning to know more.

Our vision

The Idaho Museum of Natural History strives to make science and cultural history accessible, relevant and meaningful. We aspire to democratize science, that is, to make our research and knowledge portfolios more broadly accessible through measures that will mitigate the limitations of brick-and-mortar facilities.

We see existing and emerging information technologies as tools that will enable us to overcome logistical, geographic and financial barriers to learning. There is no substitute for a leisurely afternoon spent among our exhibits, which the public can visit free of charge. Yet there is a new frontier: bringing Idaho's museum to the people wherever they live, work and learn.

In this spirit, our staff is eager to augment our physical facilities in Pocatello with Internet-driven tools that will help us deliver the scientific, educational, cultural and economic benefits of this institution to its stakeholders wherever they are.

We work each day at IMNH to expand our contribution to Idaho as a productive research and education resource for the State and region. We are committed to being efficient and innovative in work that fulfills our mandate. So over the next five years IMNH will focus on making the benefits of our work known and available to all.

We will accomplish this through the following means:

- scholarship, exhibitions and educational programs
- partnerships and fundraising
- outreach, lectures and symposiums
- information technologies

IMNH today

The Idaho Museum of Natural History has never been just a storehouse of artifacts and exhibits. While it is indeed a steward of important artifact collections, it also is a research and education institution.

IMNH Director Herbert Maschner, Ph.D., successfully negotiated an affiliation with the Smithsonian. He negotiated MOUs with the National Park Service and the Smithsonian. He received over $2.1 million in grants and donations. He was inducted as a Fellow of the American Association for the Advancement of Science in 2013.

Curator Rick Williams, Ph.D., is one of the leaders in the development of The Consortium of Intermountain Region Herbaria (CIRH), which is seeking to "virtualize" herberia of the Intermountain West by putting 3 million plant specimens online. That will provide access to researchers globally.

Curator Leif Tapanila, Ph.D., recently received more than $200,000 from the National Science Foundation for the Alamo Impact Project, a study of a Devonian Period meteor impact event in southern Nevada. This project will study the effects of that event on geology and on invertebrate life. The IMNH will work on developing and designing the website for the project, and will do public outreach through teacher workshops and other activities.

The following are further examples of research projects in which IMNH is involved:

- New discoveries of ice-age fossil tracks and trackways at American Falls Reservoir will provide critical details about life on the Snake River Plain more than 35,000 years ago.

- A study of stable isotopes of small mammals as indicators of climate change on the Snake River Plain is using new technologies to analyze bones from archaeological sites as a measure of environmental changes so that we might better understand the global changes occurring today.

- Ecological and genetic studies of Rocky Mountain plant reproduction and ongoing additions of plant specimens from throughout the Rocky Mountain West to track plant biodiversity in the region.

- We are using archaeometric techniques to identify the sources of obsidian artifacts from southeastern Idaho's Wasden Site, and other sites across the region. Elemental

composition of obsidian artifacts and the source flows from where the raw obsidian was collected, are helping us learn about Native American trade, migration and land use.

- Further investigation of Helicoprion sharks, found in the fossil beds of the modern mines in southern Idaho, is transforming understanding of the evolution of sharks. This rare species of shark is completely unknown in the modern oceans and is critical to our understanding of life in the Permian Period.

- Digitization of the Life Sciences Project, which is creating a new database structure; development of a digital-image library; and development of online visual keys to plants of the region. This will include online specimen records and images with capabilities to map distributions, produce dynamic species lists, and multi-entry keys to plants of the Intermountain West -- critical to all studies of landscape change and the effects of both people and climate on ecosystems.

- Equine Navicular Syndrome, an incurable lameness in modern horses traditionally thought to be caused by humans, has now been found ago in the fossil horses of Idaho dating to over 3.5 million years ago. This discovery is changing our views of this pathology in modern horses.

- Studies of the ancient invertebrates of Grand Staircase-Escalante National Monument are leading to new interpretations of environmental changes through comparisons between ancient ecosystems and the modern world.

IMNH-related research and education projects are being conducted by educators and scientists from around the world. These projects range from the Idaho Master Naturalist Program and studies of ice-age mammals of North America, to research on the global extinction of dinosaurs.

This caliber of scientific work by IMNH scientists, and the professional credentials of IMNH staff, attract and nurture professional networks and knowledge. This helps open doors, raise funding and enhance the stature of Idaho State University and the museum. We are currently enhancing the museum's professional and scientific stature by expanding the museum's collections and research activity in three key areas:

The **John A. White Paleontological Repository** houses the largest paleontological collections in Idaho. We are expanding these collections through extensive field research, and using these collections to assist the State of Idaho in meeting new US Government regulations concerning the discovery of paleontological resources on State and Federal lands.

The **Swanson Archaeological Repository** at the IMNH currently houses and preserves archaeological collections from southern and eastern Idaho that belong to state and federal agencies. This includes hundreds of boxes containing over 300,000 archaeological specimens. These collections are growing through active field research and contractual arrangement with a number of agencies. We are further expanding the existing Swanson Archaeological Repository to store collections for federal and state agencies outside of Idaho as well.

The **Ray J. Davis Herbarium**, with a collection of nearly 80,000 plants, is expanding through a consortium of regional herbaria through grants and cooperative agreements. Students and staff are actively collecting and processing plant specimens expanding our holdings, and making possible new studies of biodiversity and range management.

Collection efforts are substantial in all other areas of the museum as well. Active expansion in ethnography, mammalogy, herpetology, and geology are making the museum a stronger research and education institution, and enhancing our National and International reputation.

Guiding IMNH's future

Stakeholder groups will be central to our success over the next five years. The new **Executive Committee**, comprised of IMNH curators, is tasked with long-range planning, seeking consensus in key areas of management, and building a team approach to solving important management priorities, including budgets. **Friends of the Museum** is a community auxiliary to the museum with broad subscription membership from southern Idaho. The Friends will provide an organizing network, sponsor lectures, field trips and community events. The 16-member **Museum Advisory Committee** includes state legislators, bankers, philanthropists, mayors, and business and community leaders; it is our organizational and advisory leadership unit, providing opportunities to reach out across Idaho and the Nation.

Goals and objectives

FY 2014 -- 2019

Goal 1

A "virtual" museum

In this era of "virtual" participation in so many aspects of life, visiting a museum to benefit from its collections, exhibits and research no longer has to mean traveling to a brick-and-

mortar facility many miles away. Today's Web-based multi-media communication channels — interactive websites, Web cams, blogs, HD video, YouTube, Facebook and such — make it possible to take classes or view exhibitions, collections and artifacts "virtually" from any Internet-connected device in the world. We intend to be part of this revolution by developing a "virtual museum."

Over the years, an amalgam of circumstances — museum closures due to renovations and remodeling, the challenge of preparing exhibitions that are relevant to K-12 curricula, strained school budgets, security concerns, testing mandated by federal "No Child Left Behind" legislation, the economy, rising fuel prices — has been chipping away at school districts' ability to accommodate student visits to the museum. In addition, high gasoline prices and Idaho's far-flung geography have impacted other IMNH constituents as well as students.

The virtual museum concept will help us mitigate these challenges. This strategy promises to make the benefits we offer more accessible than ever before.

A milestone in achieving this goal came in September 2010. The Idaho Museum of Natural History, Idaho State University Informatics Institute and the Canadian Museum of Civilization jointly received a $1 million grant from the National Science Foundation. This grant will bolster efforts to further develop an online, interactive "virtual museum" of northern animal bones. The title of the grant is "Virtual Zooarchaeology of the Arctic Project (VZAP): Phase II." Combined with an additional Technology Incentive Grant from the State Board of Education for $135,000, the NSF award enabled us to develop a virtual Idaho natural-history program — the foundation in developing a plan to provide online access to all of our collections for all of our audiences.

In 2012-2013, a $600,000 gift (5 year award) from the Hitz Foundation, followed by a $300,000 award from the National Science Foundation, continued this effort to create a virtual museum. In 2013, a $266,000 award from the Murdock Trust was awarded to improve the informatics reach of the museum and continue the virtual museum project.

Objective: Design, deploy and manage a "Virtual Museum"

We will accelerate development of a virtual museum that will use digital technology to make our collections, exhibitions and other resources available to learners, educators and researchers online and on demand.

Our virtual museum will be a key tool for overcoming the growing challenges involved in making physical visits to our gallery and activities. It will help spread awareness of and access to the benefits of our work, including research and educational programs.

We will strive to have the entire museum collection online and accessible from anywhere in the world, in the next five years. This will require considerable funding from outside resources. We will immediately begin writing grant proposals to U.S. government agencies and philanthropic foundations in order to begin implementation of the Virtual Museum.

Goal 2

Adequate staffing

The museum currently serves the entire State of Idaho — and to a degree the Intermountain West — with fewer than eight (8) full-time-equivalent (FTE) positions. We rely as well on five (5) part-time employees. In academic year 2013-2014, we had 26 student employees.

Until academic year 2008-2009, IMNH's functions and outreach were limited by inadequate staffing across divisions and in central administration. Efficient reorganization has provided positions necessary for expanded research and collections oversight.

Additional staff is required, however, because the needs and expectations of our expanding constituent base are evolving and expanding just as state funding is declining.

Objective: Additional museum professionals
To perform our expanding professional functions effectively, we will seek funding for additional staff according to the following priorities: Position Number 2 below was funded by the ISU administration on a short-term basis. We have made no progress in the other critical positions.

1. **Development officer** to help secure major financial gifts. This is the key missing link in the advancement of the IMNH.

2. An **information-technology specialist** to manage and maintain a database for the virtual museum; and to establish and maintain an interactive, multimedia IMNH Web presence. Currently funded by Idaho State University

3. An **exhibit design technician and gallery manager** to support our public-outreach mission and assist in delivering high-quality educational programs and exhibitions that reflect current best practices.

4. A **professional conservator** to ensure adequate care of collections.

5. **Professors** to work as curators and division leaders in each of the four IMNH divisions. Especially a Curator of Anthropology.

To achieve our immediate goals, we will propose to the State of Idaho an IMNH funding increase to hire a development officer. But we also fully recognize that we cannot "hire" our way to fulfillment of the museum's complete mission. So we will rely to a significant degree on an energized museum membership drive to gain access to essential human and financial resources. We also recognize that managing volunteer staff will require time and energy from full-time staff.

Goal 3

Upgrade collections functions

IMNH houses more than 500,000 natural and cultural objects. These irreplaceable items are central to our research, exhibitions and educational work. They must be properly prepared, inventoried, preserved and stored following current best practices.
As we become increasingly active in research, educational programs and exhibitions at locations beyond the museum building, we must deploy a secure internal system to track and manage our collections.

Objectives:

- We will purchase and deploy new storage systems that will help us make more efficient use of collections storage space. We will seek capital improvement funds to meet our storage and curation needs by implementing a $500,000 campaign for storage systems. We have applied for grants in 2013 to meet this need.

- The museum will update collection-management policies and procedure manuals. To do so, we have begun the process of hiring a new museum Registrar, who will be an experienced leader in museum regulations and best practices.

- We will complete development of a digital collections database for each division. To accomplish this, collections managers have begun training initiatives, and have been creating new database systems to enhance management of their collections. Implementation is in collaboration with the Informatics Research Institute at Idaho State University.

- We shall begin writing proposals to complete a conservation assessment of the museum, which will be done be a team of experts from other institutions. This will specifically define the conservation needs of our collections and make it possible to secure further grants to match those needs. Based on this assessment, we will create a conservation plan for each division.

Goal 4

Increase funding

Working through our regional Museum Advisory Committee, Friends of the Museum and other partners, we will be even more proactive in developing research grants, philanthropic and membership-based funding streams independent of State appropriations.

Objective: An endowment

Key to fulfilling and sustaining the museum's mission for the long term will be establishment of an endowment founded on one or more major philanthropic gifts. To accomplish this goal in an era of declining public funding for higher education will require the continuing services of a professional development officer.

We will employ a number of tactics: events, outreach, marketing and communication initiatives, and opportunities to name facilities after philanthropists who support our mission with major gifts.

Objective: Research and stewardship grants

Competitive research grants from entities such as the National Science Foundation are a major source of funding for every higher-education institution. Such funding helps fund not only scholarship, research and stewardship of collections, but it also helps fund staff positions, faculty, even equipment and operating costs. The Idaho Museum of Natural History must be competitive, energetic and entrepreneurial in identifying and pursuing appropriate opportunities. And we shall be.

In 2012-2014, the IMNH secured nearly $300,000 in donations for remodeling and for exhibits.

Objective: A gift-funded travel and research fund

We will seek philanthropic support to establish and sustain a fund to support approved research projects that advance the museum's core functions.

In 2014, the IMNH received some funds for travel form the Hitz Foundation.

Goal 5

Develop and support programs for K-12, higher-education and the general public

IMNH collections have been used for paleontological research leading to master's and doctoral degrees, and in scholarly research related to Doctor of Arts degrees.

Much of what we do, however, is for the benefit of K-12 education. Since 1990, more than 36,150 K-12 students have come through our doors. We also have long provided a number of popular, informal science-education programs that enrich learners of all ages and backgrounds — school and community groups, individuals and families alike — through direct experience with science.

Among these programs are:

Pint-Sized Science Academy, an early childhood science-learning opportunity

Science Trek, an overnight adventure at the museum for children in the third through fifth grades

Forays into the Field, a unique week-long science experience for young women in junior and senior high school; and

Science Saturdays, a special series of hands-on classes for elementary-age students.

We offer tools to educators through the Education Resources Center. We've also received significant extramural funding for innovative projects designed to get science resources to K-12 and university educators. Among these are online educational resources such as: "Digital Atlas," "Idaho Virtualization Lab," "Fossil Plot" and "Bridging the Natural Gap." The museum's local partnerships, as well as its associations with Idaho State University faculty and students, enable each group to be mutually supportive.

To sustain and build on these successes in a cost-effective manner, the museum must build infrastructure that enables planning for efficient and effective expansion of educational programs.

We hope that by more effectively aligning our exhibits and educational programs with Idaho's K-12 curriculum, we will improve the relevance of our work to the K-12 system. We see our "virtual museum" initiative doing a great deal to mitigate the access issues schools face today as well.

Personal visits will remain a cornerstone of the IMNH experience, so we are developing a long-term exhibit plan to ensure thematic continuity and regular rotations. An exhibition gallery that emphasizes research and education is a critical museum centerpiece.

Efforts are underway to bring parents and other adults back to the museum experience. An important obstacle to filling classes for adults is communicating the availability of adult classes for the public. Overcoming this will require a strong communications person and communications plan, based on efficient contemporary tactics and tools, to "get the word out." Through granting and fund-raising we will work towards the following objectives.

Objectives:

- Maintain on-site visitation by students at an average of 8,000 per year by including exhibits that are relevant to K-12 curricula; providing appropriate outdoor accommodations for classes and families; making classrooms more accessible to adult learners; equipping classrooms with computers, Smartboards, digital projectors, DVD players, conferencing capabilities and other learning tools.

- Establish a Career Path Internship Program for 10 students each summer

- Create graduate-student assistantships to aid in program development and delivery.

- Build an interactive, multimedia website to connect self-learners with a rich array of science-education resources and experiences.

- Develop a Museum Store business plan to ensure success of store activities, including coordination of educational programming, a successful museum E-Store, and effective sales of IMNH and other relevant publications.

Goal 6

Improve communications and marketing

The Idaho Museum of Natural History is mandated to serve all of Idaho, yet for a variety of reasons it can seem most closely associated with only one of Idaho's four-year higher education institutions — Idaho State University — and only one geographic region, southeastern Idaho. Geography explains much of that. Employing contemporary marketing and communications tools and tactics will help us strengthen our image and role as a statewide resource.

To raise the stature of our staff, our work and Idaho's museum — which will strengthen our case for research funding and philanthropic support — we will tell our story more

effectively. That will require staff skilled in crafting and projecting communications that alert, inform and persuade targeted audiences. Key to meeting these objectives is the hiring of a development specialist; but in the meantime, we will begin many of these activities using a dedicated part-time staff of student employees.

Objectives:

- We will develop a media-relations strategy to generate positive publicity.
- The museum will improve two-way communications with K-12 educators to increase their awareness of the opportunities we offer, and our awareness of ways to make exhibitions and programs relevant to their needs.
- Implementation of a communications plan will be undertaken to raise general-public awareness of museum educational programs, leading to increased enrollment.
- We will offer online virtual tours of the museum and its exhibitions. Digital video technologies will be use to deliver lectures and workshops online.
- Partnerships will help us develop an interactive site where students can ask questions and receive authoritative answers.
- We will place IMNH news and feature stories on the IMNH website, in *ISU Magazine* and other channels, and we will publish a "viewbook" (print and digital) illustrating IMNH's work.
- A redesign of the IMNH website will include interactive and multimedia communication tools.
- An active social-media presence will be established to engage targeted audiences. Included will be YouTube videos featuring IMNH subject-matter experts and exhibits.
- IMNH staff will place exhibits at University Place in Idaho Falls, the Capitol building in Boise and other high-profile venues to raise awareness of and interest in the museum.
- We will evaluate resuming the IMNH publication series (Tebiwa, Miscellaneous and Occasional Papers) in peer-reviewed online formats.

- Our outreach will spotlight IMNH research news using internal and external multimedia channels.

- We will strive to raise the public profile of our staff by encouraging them to serve as conference presenters, guest speakers and lecturers, editors of publications, and officers of relevant associations.

Goal 7

A new museum building

In December 2010, we proudly reopened our renovated and revitalized exhibit area. It features a more welcoming and comfortable foyer, new and familiar displays, easier-to-read interpretive panels, improved lighting and a more open look and feel. . We debuted many exhibits, including ice-age animal mounts and an exhibit on how climate change on the Snake River Plain has affected its plant and animal life. The event attracted 500 visitors; since then the museum has received thousands of visits from K-12 students and the public.

We have maximized what can be done with the former library building we occupy on the Idaho State University campus. We cannot grow and expand our services to Idaho for the long term and remain in our current building.

Our operations are confined to 35,786 square feet as follows:

Basement: 15,337 sq. ft.
Main floor: 15,693 sq. ft.
Warehouse: 3,606 sq. ft.
Garden: 1,150 sq. ft.

Participation in one of our most popular and effective programs for children, the Science Trek sleepover program, provides an example of the impact our building is having on service to our constituents. Necessary remodeling has imposed space limitations that, in turn, hold participation to 120 children. Science Trek previously accommodated up to 150 children.

Meeting spaces also have been reduced so that classroom and auditorium capacity no longer permits comfortable seating for lectures and programs with more than approximately 25 people.

We have been resourceful and adaptable in making the best of our building, yet it has never been adequate for the work of a research- and exhibit-oriented public museum that must meet the expectations of constituents and stakeholders in the 21st century.

Obstacles the current building presents include the following:

- little or no room for expansion
- overcrowded collections areas
- security, environmental, pest-management and parking issues posed by sharing facilities with other campus operations
- lack of adequate storage for exhibits and educational materials

If the museum is to maximize its benefits to Idaho and focus increasingly on well-funded research, education and public engagement, a new building — constructed specifically for museum uses — is a necessary investment.

Objective: Plan a capital campaign for a new building

In partnership with our advisory and stakeholder groups, we will plan the launch of a multi-year capital campaign. The campaign would raise major financial gifts for construction, maintenance and operation of a museum-centered U.S. Green Building Council LEED-certified building to be located on the ISU campus.

Benchmarks and Performance Measures

In the following areas of museum operations, we shall target 10 percent increases per year in each year of this plan:

- philanthropic financial gifts
- research grants and other grants
- scientific publication
- public visitation
- enrollment in public programs

Performance Measures and Benchmarks FY 2011-2014

Performance Measure	FY 2011	FY 2012	FY 2013 Performance	FY 2014 Benchmarks	FY 2014 Performance
Number of People Served by the General Public Museum Programs	13,543	12,252	12,980	Increase 5%	8750 so far
Grant/Contract Revenue Received	$505,000	$650,000	$1,600,000	Increase 5%	$300,000 So far
Number of Exhibitions Developed	25	Completed 2 large exhibits	In progress	2 large exhibits	Completed largest exhibits in IMNH history
Number of Educational Programs	70	72	65	Maintain programs	Unknown. Education officer was on medical leave for 9 months

Performance Measures FY 2014-2019 Based on New Goals

Performance Measure	FY 2014-2019 Benchmarks	FY 2014-2019 Performance	FY 2014-2019 Outcomes
Goal 1 A "virtual" museum	Active Solicitation of grants, foundation awards, and donations to create the Virtual Museum – approximately $250,000 per year.	Success in the active solicitation of the funds and the implementation of the Virtual Museum concept. 2012: write proposals 2013: database construction 2014: beta implementation	$600,000 donation continuing $266,000 awarded from Murdock Trust
Goal 2 Adequate staffing	Propose to State of Idaho the funding and creation of an Information Technology Specialist	Active discussion towards the resolution of all staffing needs in Goal 2.	Not Met: Continuing discussion with ISU and the Idaho Legislature
Goal 3 Upgrade collections functions	Seek Capital investment in adequate curation facilities, and in the storage of collections. State of Idaho, grants, foundations.	2012: Write 3 grants. Identify 10 potential donors. 2013: Review success of grants and write additional proposals. Move to ask stage with donors.	Not Met: Acquisitions of grants and donations were not successful. New grants proposals submitted.
Goal 4 Increase funding	Increasing Development activities in grants and donations.	At 10% per year.	Met
Goal 5 Develop and support programs for K-12, higher-education and the general public	Increase outreach and increase educational opportunities through new and exciting programs	At 10% per year.	Not Met: Education coordinator was on medical leave for 9 months.
Goal 6 Improve communications and marketing	Create new exhibits in other areas of the State. Create newsletters and other public information.	Create exhibits in Idaho Falls and Boise. Increase public participation and visitation by 10% per year.	Met: working on traveling exhibits. Billboards, radio, and print advertising
Goal 7 A new museum building	Form Capital committee for fund raising.	Create Capital Committee	Not Met. Planned for 2014.

External Factors

All external factors are based in the success or failure of finding initiatives.

Moving forward

New leadership. New tools. A new vision of how we can give the people of Idaho an even greater return on their investment in science (STEM) education. These are stepping stones in our pathway through the final quarter of the museum's first century. The professors and community leaders who joined together during the Great Depression to establish this museum looked beyond the challenges of their day to the promise of tomorrow. Today, we commit to doing the same.

TechHelp Strategic Plan
2015 – 2019

TechHelp Business Definition

TechHelp is Idaho's MEP center. Working in partnership with the state universities, we provide assistance to manufacturers, food and dairy processors, service industry and inventors to grow their revenues, to increase their productivity and performance, and to strengthen their global competitiveness.
"Our identity is shaped by our results."

TechHelp Strategic Mission Statement

TechHelp will be a respected, customer-focused, industry recognized organization with strong employee loyalty, confidence of its business partners and with the resources and systems in place to achieve the following annual results by 2018:

- 80 manufacturers reporting $100,000,000 economic impact
- 170 jobs created
- > $20,000 and < $50,000 Net Income

TechHelp Core Strategy

TechHelp will use a team-based network of experienced staff and proven partners from private industry, Idaho's Universities and the National MEP network to develop trusted and lasting relationships with Idaho companies and communities. TechHelp will have a reputation for developing, teaching and delivering innovative processes and services that enable Idaho's medium, small and rural companies to drive profitable growth through self-sustaining business practices.

Goal I: Impact on Manufacturing – Deliver a positive return on both private business investments and public investments in TechHelp by adding value to the customer and the community.

Objectives for Impact:

1. Offer products and workshops that meet Idaho manufacturers' product and process innovation needs.
    a. *Performance Measure:*
        i. Client economic impacts resulting from projects
    b. *Benchmark:*
        i. Reported cumulative impacts for sales, savings, investments and jobs each improve by five percent over the prior year

2. Exceed federal system goals for impacted Clients served per $Million Federal.
    a. *Performance Measure:*

i. Score on federal sCOREcard

b. Benchmark:

i. Number of clients served exceeds federal minimum with a goal of 80 clients reporting impact by 2017

Goal II: Operational Efficiency – Make efficient and effective use of TechHelp staff, systems and Advisory Board members.

Objectives for Efficiency:

1. Improve efficiency of client projects.

   a. Performance Measure:

   i. State dollars expended per project/event

   b. Benchmark:

   i. Dollars expended is less than prior year's total

2. Improve effectiveness of client projects.

   a. Performance Measure:

   i. Total economic impact reported by TechHelp clients

   b. Benchmark:

   i. Reported total impacts increase by 5% each year with the goal of $100,000,000 in impacts by 2017.

Goal III: Financial Health – Increase the amount of program revenue and the level of external funding to assure the fiscal health of TechHelp.

Objectives for Financial Health:

1. Increase total client fees received for services.

   a. Performance Measure:

   i. Net revenue from client projects

   b. Benchmark:

   i. Annual net revenue exceeds the prior year by five percent

2. Increase external funding to support operations and client services.

   a. Performance Measure:

   i. Total dollars of non-client funding (e.g. grants) for operations and client services

   b. Benchmark:

i. Total dollars of non-client funding for operations and client services exceed the prior year's total

Key External Factors

State Funding:

Nationally, state funding is the only variable that correlates highly with the performance of the Manufacturing Extension Partnership centers. State funding is subject to availability of state revenues as well as gubernatorial and legislative support and can be uncertain.

Federal Funding:

The federal government is TechHelp's single largest investor. While federal funding has been stable, it is subject to availability of federal revenues as well as executive and congressional support and can be uncertain.

Economic Conditions:

Fees for services comprise a significant portion of TechHelp's total revenue. A continued downturn in the economy could affect the ability of Idaho manufacturers to contract TechHelp's services.

SUBJECT

Board Bylaws – first reading

REFERENCE

February 2014	The Board considered, but did not approve amendments to the Board Bylaws.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

At the February Board meeting staff presented proposed amendments to the Board's Bylaws that would address how to handle Board actions at meetings that were not in existing Board policy as well as amendments forwarded by the Audit Committee regarding the Audit Committee section of the Bylaws. Based on the discussion with the Board at this time, staff have done a thorough review of the entire bylaws. The proposed amendments at this time take into consideration the comments from the Board during the February Board meeting, the amendments proposed by the Audit Committee, and additional amendments that clean up existing language in the bylaws and remove sections that are already specified in Idaho code.

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.

From time to time the board takes action that is intended to be on-going but is not specified in existing Board policy. Proposed 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 on the Audit Committee, 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. Additional amendments would put into

policy the current practice of incorporating on-going requirements from the Board into Board policy. This will allow for greater long-term continuity in the process.

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 will reduce the required number of independent non-Board members from three to two. Staff will continue to 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.

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

SECTION: I. BYLAWS (Operational Procedures) ~~December 2009~~August 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~~A. 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.~~

~~D~~B. 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~~1. The Board will maintain a 12-month ~~running~~ rolling meeting schedule. To accomplish this, the Board will, at each of its regularly scheduled meetings, update its 12-month ~~running~~ rolling 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~~2. 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~~3. All meetings of the Board are held at such place or places as may be determined by the Board and/or Executive Director.

4. ~~Decisions made during meetings that impact ongoing future behavior shall be incorporated into Board policy.~~ Actions that impact ongoing future behavior of agencies and institutions shall be incorporated into Board policy.

~~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 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~~C. 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. A quorum of the Board consists of five (5) Board members.

~~2~~3. With the exception of ~~usual, short, parliamentary~~ procedural motions, all motions, resolutions, or other propositions requiring Board action will, whenever practicable, be reduced to writing before submission to a vote.

~~3~~4. A ~~record~~ roll-call 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. The first voter is rotated on each subsequent roll-call vote.

~~F~~D. 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~~E. 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.
   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

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~~F. 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

∗ 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.

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.

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 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

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;
~~4)~~5) Student fees and tuition; and
~~5)~~6) 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

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~~ at least 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:

i. an understanding of generally accepted accounting principles, experience in preparing, auditing, analyzing, or evaluating complex financial statements, and;
ii. the ability to assess the general application of such principles in the accounting for estimates, accruals, and reserves, and;
iii. experience in preparing or auditing financial statements and;
iv. 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 may be reappointed. The Audit Committee chair shall be appointed by the Board President and shall be a Board member.

c. Responsibilities and Procedures

It is not the Committee's duty to plan or conduct audits or to determine that the institution's financial statements are complete, accurate and in accordance with generally accepted accounting principles. Management of the applicable institution~~'~~s and agencies shall be responsible for the preparation, presentation, and integrity of the financial statements and for the appropriateness of the accounting principles and reporting policies used. The following shall be the principle duties and responsibilities of the Committee:

i. ~~Approve the appointment, establish the compensation~~Recommend the appointment and compensation to the Board, and evaluate and oversee the work of the independent auditors. The Committee must approve any services prior to being provided by the independent auditor. The independent auditing firm shall report directly to the Committee as well as the Board and the auditor's "engagement letter" shall be addressed to the Committee and the President of each institution. The Committee shall have the authority to engage the Board's legal counsel and other consultants necessary to carry out its duties.
ii. Discuss with the independent auditors the audit scope, focusing on areas of concern or interest;
iii. Review the financial statements, adequacy of internal controls and findings with the independent auditor. The independent auditor's "management letter" shall include management responses and be addressed to the Audit Committee and President of the institution.
iv. Ensure the independent auditor presents the financial statements to the Board and provides detail and summary reports as appropriate.
v. Oversee standards of conduct (ethical behavior) and conflict of interest policies of the Board and the institutions and agencies under its governance including establishment of confidential complaint

mechanisms.

vi. Monitor the integrity of each organization's financial accounting process and systems of internal controls regarding finance, accounting and stewardship of assets;

vii. Monitor the independence and performance of each organization's independent auditors and internal auditing departments;

viii. Provide general guidance for developing risk assessment models for all institutions.

ix. Provide an avenue of communication among the independent auditors, management, the internal audit staff and the Board.

x. Maintain audit review responsibilities of institutional affiliates to include but not limited to foundations and booster organizations.

The Audit Committee will meet as needed. The Committee may establish necessary procedures to carry out its responsibilities. Such procedures must be consistent with the Board's Governing Policies and Procedures. The Board's Chief Fiscal Officer, under the direction of the chair, prepares the agenda for work that is under consideration at each meeting of the Board.

~~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~~G. 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~~present the ~~to~~ agenda items in the area of the committee's responsibility. This presentation may included calling on institutional/agency representatives and/or other individuals. 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.~~present the agenda items.

~~J~~H. Presidents' Council

1. Purpose

   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~~I. Agency Heads' Council

1. Purpose

   The Agency Heads' Council convenes ~~prior to each Board meeting~~as necessary to discuss and make recommendations~~, as necessary,~~ on agenda items scheduled for Board consideration as well as other issues pertinent to the agencies. 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

   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.~~

Idaho State Board of Education **Attachment 2**

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~~ at least 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.~~

Committee members may 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.

SUBJECT

Amendment to Board Policy I.R. Campus Security

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures Section V.R. Campus Security
Section 18-3309(2), Idaho Code

REFERENCE

August 2009	Board approved the removal of references to the Idaho School for the Deaf and Blind, the Idaho Historical Society and the Idaho Commission for Libraries from the all of the Boards Governing Policies and Procedures.
April 2014	Board approved the 1st reading of proposed amendments to Board Policy V.L., including the renaming of the policy to Section I.R. Campus Security.

BACKGROUND/DISCUSSION

During the 2014 legislative session Senate Bill 1254 passed allowing for the concealed carry of firearms on public college and university grounds for certain licensed persons. The institutions under the direct governance of the Board have asked that the Board look at implementing a Board policy that would provide additional guidance on the implementation of changes in response to the Bill.

Current Board Policy Section V.R. outlines the requirements for each institution to develop a campus security plan. The legal counsel from each of the four (4) year institutions have worked closely with the Board's legal counsel over the past several weeks and are proposing the language outlined in Attachment 1 prohibiting the carrying of firearms, including open carry, on campus, except under specific circumstances and as allowed in Section 18-3309(2), Idaho Code. Additionally after review of the existing policy staff has determined the policy would be better placed if it were to be moved from Board Policy Section V. Financial Affairs to Board Policy Section I. General Governing Policies and Procedures. While there is a financial impact to the implementation of campus security plans, Section I, contains the other provisions in Board policy relevant to facilities, planning, and reporting.

IMPACT

Proposed changes would make it clear to the institutions that firearms are only allowed on campus as described in section 18-3309(2), Idaho Code or allowed by the institution as part of a campus security plan, or as part of an event or program approved by the chief executive officer of the institution.

ATTACHMENTS

Attachment 1 – Board Policy I.R. Campus Security – Second Reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The institutions are currently working on developing or updating their Campus Security Plans, those plans, once completed will be presented to the Presidents' Council. The Presidents' Council will submit the plans to the Board as part of their update during the August 2014 Board meeting.

Staff received no comments regarding the proposed amendments to the Board policy. There have been no changes made between first and second reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of Board Policy I.R. as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: ~~V~~I. FINANCIAL AFFAIRS
Subsection: ~~L~~R. Campus Security ~~August 2009~~ June 2014

1. An environment of safety and security is critical for institutions to cultivate a climate conducive to knowledge and learning. The Board recognizes a need for the consistency among the institutions in regard to firearms. All institutions shall allow concealed carry of firearms and ammunition by holders of licenses described in section 18-3309(2), Idaho Code under the conditions and limitations set out in that section. Any other possession of firearms on institution property is prohibited, unless allowed by the institution as part of a campus security plan, or as part of event or program, which has been approved by the chief executive office for the institution.

~~1~~2. Each institution must develop a campus security plan to maintain the physical security of persons and property on the campus and in full cooperation with state and local law enforcement agencies.

~~2~~3. Overall responsibility for campus security rests with the chief executive officer of the institution. Each chief executive officer must designate a senior administrative officer and an alternate to serve as liaison between the institution and state and local law enforcement agencies.

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SUBJECT

Model School District Student Data Privacy and Security Policy

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-133, Idaho Code

BACKGROUND/DISCUSSION

Senate Bill 1372 was passed during the 2014 Legislative Session. This bill created Section 33-133, Idaho Code. Pursuant to Idaho Code, the State Board of Education is required to develop a model policy for school districts and public charter schools that will govern data collection, access, security, and use of such data. All public charter schools and school districts must adopt and implement the model policy and post the policy on the district or charter school website. If a district or public charter school fails to adopt, implement, and post the policy where any inappropriate release of data occurs, the district or public charter school shall be liable for a civil penalty not to exceed $50,000 that shall be paid into the State's General Fund.

This model policy has been drafted by the Data Management Council. Additional comments from school districts, public charter schools, and interested parties are being collected and will be reviewed by the Data Management Council for consideration for inclusion. A final draft of the policy will be presented at the August meeting for Board action.

IMPACT

Passage of this item in August will bring the State Board into compliance with state law and provide school districts and public charter schools with the required policy to be in compliance with state law.

ATTACHMENTS

Attachment 1 – Proposed Model Policy Page 3

BOARD ACTION

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

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MODEL SCHOOL DISTRICT STUDENT DATA PRIVACY AND SECURITY POLICY

Drafted by the Data Management Council and adopted by the Idaho State Board of Education

Effective _____

The efficient collection, analysis, and storage of student information is essential to improve the education of our students. As the use of student data has increased and technology has advanced, the need to exercise care in the handling of confidential student information has intensified. The privacy of students and the use of confidential student information is protected by federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 (Idaho Data Accountability Act).

Student information is compiled and used to evaluate and improve Idaho's educational system and improve transitions from high school to postsecondary education or the workforce. The Data Management Council (DMC) was established by the Idaho State Board of Education to make recommendations on the proper collection, protection, storage and use of confidential student information stored within the Statewide Longitudinal Data System (SLDS). The DMC includes representatives from K-12, higher education institutions and the Department of Labor.[1]

This model policy is required by the Idaho Data Accountability Act. In order to ensure the proper protection of confidential student information, each school district and public charter school shall adopt, implement and electronically post this policy. It is intended to provide guidance regarding the collection, access, security and use of education data to protect student privacy. This policy is consistent with the DMC's policies regarding the access, security and use of data maintained within the SLDS.[2]

Defined Terms

Aggregate Data is collected or reported at a group, cohort or institutional level and does not contain PII.

Data Breach is the unauthorized acquisition of PII.

Logical Security consists of software safeguards for an organization's systems, including user identification and password access, authenticating, access rights and authority levels. These measures ensure that only authorized users are able to perform actions or access information in a network or a workstation.

Personally Identifiable Information (PII) includes: a student's name; the name of a student's family; the student's address; the students' social security number; a student

[1] http://www.boardofed.idaho.gov/research_stats/Data%20Management%20Council_Members%20%282%29.pdf

[2] Insert link to DMC policies which have been approved by Board and posted.

education unique identification number or biometric record; or other indirect identifiers such as a student's date of birth, place of birth or mother's maiden name; and other information that alone or in combination is linked or linkable to a specific student that would allow a reasonable person in the school community who does not have personal knowledge of the relevant circumstances, to identify the student.

Physical Security describes security measures that are designed to deny unauthorized access to facilities or equipment.

Student Data means data collected at the student' level and included in a student's educational records.

Unauthorized Data Disclosure is the intentional or unintentional release of PII to an unauthorized person or untrusted environment.

Collection

- School districts and public charter schools shall follow applicable state and federal laws related to student privacy in the collection of student data.

Access

- Unless prohibited by law or court order, school districts and public charter schools shall provide parents, legal guardians, or eligible students, as applicable, the ability to review their child's educational records.
- The Superintendent, administrator, or designee, is responsible for granting, removing, and reviewing user access to student data. An annual review of existing access shall be performed.
- Access to student data maintained by the school district or public charter school shall be restricted to: (1) the authorized staff of the school district or public charter school who require access to perform their assigned duties; and (2) authorized employees of the State Board of Education and the State Department of Education who require access to perform their assigned duties; and (3) vendors who require access to perform their assigned duties.

Security

- School districts and public charter schools shall have in place Physical Security and Logical Security to protect from a Data Breach or Unauthorized Data Disclosure.
- School districts and public charter schools shall notify the Idaho State Board of Education and the Idaho State Department of Education in the case of a Data Breach or Unauthorized Data Disclosure.
- School districts and public charter schools shall notify in a timely manner affected individuals, students, and families if there is a Data Breach or Unauthorized Data Disclosure.

Use

- Publicly released reports shall not include PII and shall use summarized student data in such a manner that re-identification of individual students is not possible.
- School district or public charter school contracts with outside vendors involving student data, including those which govern databases, online services, assessments, special education or instructional supports, shall include the following provisions to safeguard student privacy:
    - Private vendors shall be permitted to use aggregate student data only, unless the vendor has received written permission from the parent, legal guardian, or eligible student, as applicable, to use PII, or the use is within one of the exceptions set forth in FERPA.
    - If one of the exceptions set forth under FERPA is applicable, the school district shall enter an agreement which complies with FERPA and the Idaho Data Accountability Act and requires the outside party to:
        - safeguard privacy and security of the data
        - restrict access to the data
        - prohibit the secondary use of data including sales, marketing or advertising
        - provide for data destruction and an associated timeframe and
        - include penalties for non-compliance.
- If a school district or public charter school chooses to define and publish directory information which includes PII, parents must be notified annually in writing and given an opportunity to opt out of the directory.

Resources

- FERPA: http://www.gpo.gov/fdsys/pkg/USCODE-2011-title20/pdf/USCODE-2011-title20-chap31-subchapIII-part4-sec1232g.pdf
- Electronic Code of Federal Regulations pertaining to FERPA: 34 CFR Part 99 http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=11975031b82001bed902b3e73f33e604&rgn=div5&view=text&node=34:1.1.1.1.33&idno=34
- U.S. Department of Education, Family Policy Compliance Office http://www2.ed.gov/policy/gen/guid/fpco/index.html
- Idaho Student Data Accessibility, Transparency and Accountability Act of 2014, Idaho Code Title 33, Section 133 http://legislature.idaho.gov/legislation/2014/S1372E1.pdf

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UNIVERSITY OF IDAHO

SUBJECT

Changes in Policies for Initial Appointment to Faculty Rank and for Promotion in Rank – Instructors & Sr. Instructors.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.B.3.d.

BACKGROUND/DISCUSSION

Under Board/Regents policy II.B.3.d the SBOE/Regents reserve the authority to approve changes in institution policies that establish criteria for initial appointment to faculty rank and for promotion in rank.

The university faculty proposes to change policies in Faculty Staff Handbook (FSH) sections 1565 and 3560 addressing in part initial appointment and promotion for Instructors and Senior Instructors at the University of Idaho.

The proposed changes in FSH 1565:

1. Address "up or out" situation for instructors who must be promoted to Senior Instructor after three years, created from current language in 1565 D-1 b (last sentence limited instructors to 15%) and FSH 3560 – D-1 which states an instructor "must" go up for promotion.
2. Adjust the 15% "cap" up to 25%, or lower if unit by-laws permit. Applies to instructors, senior instructors and lecturers (who qualify for voting privileges).
3. Move promotion/review language D-1 & D-9 to Promotion policy FSH 3560.
4. Address the misconception that anyone with instructor in their title qualifies under FSH 1520 II Section 1 – having faculty vote. The title of Instructor should only be used for those ranks described in FSH 1565 D-1.

The proposed changes in FSH 3560:

1. Address "up or out" situation for instructors who must go up for promotion to Senior Instructor after three years. This created a problem because of language in 1565 D-1 b (last sentence limits instructors in department to 15%) and FSH 3560 – D-1 wherein an instructor must go up for promotion.
2. Moved promotion/review language from 1565 Ranks & Responsibilities to 3560 Promotion.
3. 3. Address the need for a periodic review by tenure-track faculty of instructors, senior instructors, clinical faculty, and lecturers (who qualify for voting privileges).
4. If instructor or clinical choose not to go up for promotion at the end of their third year, a review by tenure-track faculty in unit is required.
5. Moved requirement for External Peer Reviews from E-2 b to new section E-3.

In accordance with University of Idaho policies, the policy change proposals first went to the Faculty Senate for review and approval and then were presented to the full faculty. Approval of the full faculty occurred in conjunction with the April 24, 2012, General Faculty Meeting. These policy changes were then presented to the president of the university who has approved them and now presents them to the Regents for approval.

IMPACT

The university anticipates no specific fiscal impact from the changes in FSH 1565 and FSH 3560.

ATTACHMENTS

Attachment 1 – Proposed Revisions to FSH 1565 Page 3
Attachment 2 – Proposed Revisions to FSH 3560 Page 25

STAFF COMMENTS AND RECOMMENDATIONS

Board policy II.B.3.d. specifies that the criteria established by the institutions for initial appointment to faculty rank and for promotion in rank must be approved by the Board. The University of Idaho forwards these to the Board in the form of amendments to their Faculty Staff Handbook. The proposed amendments are in alignment with Board policy. Staff recommends approval.

BOARD ACTION

I move to approve changes to University of Idaho faculty policies as set forth in the materials submitted to the Board.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

University of Idaho

POLICY COVER SHEET

(See *Faculty Staff Handbook* 1460 for instructions at UI policy website: www.webs.uidaho.edu/uipolicy)

[3/09]

Faculty/Staff Handbook [FSH] ☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency
Minor Amendment ☑

Chapter & Title: FSH 1565 – Instructor/Senior Instructor

All policies must be reviewed, approved and returned by a policy sponsor, with a cover sheet attached to apm@uidaho.edu or fsh@uidaho.edu respectively.
*Note: If revision/deletion request original document from apm@uidaho.edu or fsh@uidaho.edu, all changes must be made using "track changes."

Originator(s): **Faculty Senate, 2012-13, April 23, 2013**
(Please see FSH 1460 C) Name Date

Policy Sponsor: (If different than originator.) **Paul McDaniel Faculty Affairs Chair 3/11/14**
Name Date

Telephone & Email: **paulm@uidaho.edu**

Reviewed by General Counsel __X_Yes ____No Name & Date: _Debra Ellers 3/21/14_

I. **Policy/Procedure Statement:** Briefly explain the purpose/reason of proposed addition, revision, and/or deletion to the Faculty/Staff Handbook or the Administrative Procedures Manual.

1. Address "up or out" situation for instructors who must be promoted to Senior Instructor after three years, created from current language in 1565 D-1 b (last sentence limited instructors to 15%) and FSH 3560 – D-1 which states an instructor "must" go up for promotion.
2. Adjust the 15% "cap" up to 25%, or lower if unit by-laws permit. Applies to instructors, senior instructors and lecturers (who qualify for voting privileges), and thereby removes policy language currently being violated.
3. Move promotion/review language D-1 & D-9 to Promotion policy FSH 3560.
4. Address the misconception that anyone with instructor in their title qualifies under FSH 1520 II Section 1 – having faculty vote. The title of Instructor should only be used for those ranks described in FSH 1565 D-1.

II. **Fiscal Impact:** What fiscal impact, if any, will this addition, revision, or deletion have? None

III. **Related Policies/Procedures:** Describe other policies or procedures existing that are related or similar to this proposed change.
This change also affects 3560 D-1

IV. **Effective Date:** This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.

If not a minor amendment forward to: _____

Policy Coordinator
Appr. & Date:
_____
[Office Use Only]

APM
F&A Appr.: _____
[Office Use Only]

FSH
Appr. _____
FC _FS-14-036_
GFM _____
Pres./Prov. _____
[Office Use Only]

Track # ___UP-14-039 __
Date Rec.: _3/10/14____
Posted: t-sheet _____
h/c _____
web_____
Register: _____
(Office Use Only)

FACULTY-STAFF HANDBOOK
CHAPTER ONE:
HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE ~~July 2012~~February 2014

1565
ACADEMIC RANKS AND RESPONSIBILITIES

PREAMBLE: This section defines the various academic ranks, both faculty and non-faculty (e.g. graduate student appointees and postdoctoral fellows), and their responsibilities. Subsections A, C, D, E, F, and I should be read in conjunction with the policy and procedures concerning granting of tenure and promotions in rank which are contained in 3520 and 3560 (subsection I only in conjunction with 3560). Most of the material assembled in this section was a part of the original 1979 Handbook. *The material in section I was added July, 1987. The definitions of 'postdoctoral fellow' (J-5), 'graduate assistant' (K-3) and 'research fellow' (K-4) were revised in July 1996. Section J-1, voting rights for lecturers, was changed in July 2001. Section A was substantially revised in July 1994, so as to underline better the importance of both teaching and scholarship. At that time the so-called "Voxman Amendment" (the addition of 'in the classroom and laboratory' to the list of possible venues wherein the evaluation of scholarship might take place) made its first appearance. Section A underwent additional substantial revision in July 1998 and July 2006, always with the hope of creating greater clarity in a complex subject. Extensive revisions along those same lines were made to B (entirely new and in 2008 B was moved to 3570), C, D, and E, in July 1998. Further, less extensive revisions were made to C-1, D-1, and E-1 in July 2000. In July 2008, this section was reorganized to better reflect classifications as stated in FSH 1520 Article II, no substantive changes were made to policy. In 2009 changes to the faculty position description and evaluation forms integrating faculty interdisciplinary activities into the evaluation processes were incorporated into this policy as of January 2010. Ranks for Associated Faculty in F were removed because the promotion process as detailed in 3560 for faculty ranks was deemed excessive for associated faculty. Those currently holding a specific rank in adjunct or affiliate will retain that privilege. In July 2010 the affiliate and adjunct terms were switched to conform to national norms and rank of Distinguished Professor was added. In July 2011 voting for associated faculty was clarified and Clinical Faculty under "G. Temporary Faculty" moved to "D. University Faculty" as D-9 and was revised. In July 2012 edits were made to the Distinguished Professor under D-8 and to the qualifications for Emeritus status and a search waiver under E. Further information may be obtained from the Provost's Office (208-885-6448).* [rev. 7-98, 7-00, 7-01, 7-06, 1-08, 7-08, 1-10, 7-10, 7-11, 7-12]

CONTENTS:

A. Introduction
B. Definitions
C. Responsibility Areas
D. University Faculty
E. Emeriti
F. Associated Faculty
G. Temporary Faculty
H. Non-Faculty
I. Qualification of Non-faculty Members for Teaching UI Courses

A. INTRODUCTION. *[rev. 7-98]*

A-1. The principal functions of a university are the preservation, advancement, synthesis, application, and transmission of knowledge. Its chief instrument for performing these functions is its faculty, and its success in doing so depends largely on the quality of its faculty. The University of Idaho, therefore, strives to recruit and retain distinguished faculty members with outstanding qualifications.

In order to carry out its functions and to serve most effectively its students and the public, the university supports the diversification of faculty roles. Such diversification ensures an

optimal use of the university's faculty talents and resources. *[rev. 7-06]*

Diversification is achieved through developing a wide range of faculty position descriptions that allow the faculty to meet the varying responsibilities placed upon the institution, both internally and externally. No more than ~~15~~ 25 percent, or a lower limit as defined by the department or similar unit's by-laws, of the faculty positions in any department or similar unit may be held by instructors, senior instructors, and lecturers who have voting privileges under FSH 1520 II, Section 1.~~; however, each such unit may appoint one person to this rank without regard to this limitation.~~ While the capabilities and interests of the individual faculty members are to be taken into account, it is essential that individual faculty position descriptions are consonant with carrying out the roles and mission of the university, the college, and the unit. Annual position descriptions are developed by the unit head in consultation with the unit faculty and with the incumbent or new faculty member. In each college, all position descriptions are subject to the approval of the dean and must be signed by both unit head and faculty member. If the faculty member, unit head, and dean are unable to reach agreement on the position description, the faculty member may appeal the unit head's decision to the Faculty Appeals Hearing Board [FSH 3840]. *[ed. 1-10]*

Commented [a1]: This sentence on the "cap" was moved from D-1 b below to ensure that this language applied to instructor, senior instructor and lecturer ranks (voting rights as faculty).

As indicated in Sections 3320-A-1~~-d~~, 3520-G-3, 3560-B, faculty performance evaluations that are used for yearly, third year and periodic reviews as well as for promotion, tenure, and post-tenure decisions are to be based on faculty members' annual position descriptions (FSH 3050). Each unit will develop criteria in its by-laws for promotion and review of its faculty (FSH 1520 II, Section 1). The committee for all reviews will be defined in unit by-laws and shall include tenure track faculty (see FSH 3560 E-2 c). *[ed. 1-08, 7-10]*

Faculty members shall conduct themselves in a civil and professional manner (see FSH 3160 and 3170). *[add. 1-10]*

B. DEFINITIONS: *[add. 1-10]*

B-1. Advancement: focuses on fostering relationships, building partnerships, creating awareness and generating support with alumni, donors, leaders, business partners, legislators and the community for the university's mission in academics, scholarship and outreach (see the office of University Advancement at http://www.uidaho.edu/givetoidaho/meetourpeople/universityadvancementvpoffice.aspx).

B-2. Cooperative education: a structured educational strategy that blends classroom studies with learning through productive work experiences. It provides progressive experiences for integrating theory and practice. Co-op education (including internships and externships) is a partnership between students, educational institutions and employers, with specified responsibilities for each party.

B-3. Distance education: the process through which learning occurs when teachers, students, and support services are separated by physical distance. Technology, sometimes in tandem with face-to-face communication, is used to bridge the distance gap.

B-4. Extension Service: Extension is an outreach activity that generally involves non-formal educational programs that transfer knowledge from the university to help improve people's lives through research in areas like agriculture and food, environment and natural resources, families and youth, health and nutrition, and community and economic development.

B-5. Extramural Professional Service: refers to activities that extend service beyond

the university and can include elements of service, outreach, scholarship, and/or teaching.

B-6. Interdisciplinary: "an activity that involves teams or individuals that integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or field of research practice."[1]

B-7. Professional Development: a learning process that expands the capacity of the faculty member to advance in the responsibilities as defined in his/her position description and aligns with the university's goals. Examples include but are not limited to participation in conferences, continuing professional education (including credit and noncredit courses) and other activities that enhance a faculty member's expertise and ability.

B-8. Service learning: an activity that integrates student learning with service and civic engagement to meet real community needs and achieve learning outcomes. Service-learning can be used in curricular settings (i.e. academic courses) or co-curricular settings, (e.g. ASUI's volunteer/civic engagement programs).

B-9. Technology transfer: a process through which knowledge, technical information, and products developed through various kinds of scientific, business, and engineering research are provided to potential users. Technology transfer encourages and accelerates testing and using new knowledge, information and products. The benefit of technology transfer may occur either at the community (public) or firm (private) level.

B-10. Unit Administration: includes assisting higher administration in the assignment [3240 A] and in the evaluation [3320 and 3340] of the services of each member of the unit's faculty and staff; promoting effective leadership of personnel and management of unit resources; providing leadership in the development and implementation of unit plans; providing for open communication with faculty and staff; fostering excellence in teaching, scholarship and outreach for faculty, students, and staff in the unit; effectively representing all constituents of the unit; and continuing personal professional development in areas of leadership.

C. RESPONSIBILITY AREAS: Faculty members are expected to contribute in each of the four major responsibility areas (C-1 through C-4 below). Expectations are more specifically defined in the individual position description and are consistent with unit by-laws. Each responsibility area may include activities in advancement, extramural professional service, interdisciplinary, and/or professional development. *[add. 1-10]*

C-1. TEACHING AND ADVISING: The university's goal is to engage students in a transformational experience of discovery, understanding and global citizenship. Faculty achieve this goal through effective instructing, advising and/or mentoring of students. *[add. 1-10]*

a. Instruction: Effective teaching is the foundation for both the advancement and transmission of knowledge. The educational function of the university requires the appointment of faculty members devoted to effective teaching. Teaching may take many different forms and any instruction must be judged according to its central purposes. Active participation in the assessment of learning outcomes is expected of all faculty at the course, program, and university-wide levels. Individual colleges and units have the responsibility to determine appropriate teaching loads for faculty

[1] National Academy of Science

position descriptions. Teaching appointments must be reflected by hours and level of effort spent in teaching activity, and justified in position descriptions. Any adjustments to a teaching appointment (e.g. teaching unusually large classes, team-teaching, teaching studios or laboratories, intensive graduate or undergraduate student mentoring, technology-enhanced teaching, and others) must be documented in the position description. *[rev. 7-06, ed. 1-10]*

The validation of instruction may include Student Evaluations of Teaching (SETs), peer evaluations, self assessment, documentation of effective or innovative teaching, teaching recognition and awards, and teaching loads. *[add. 1-10]*

b. Advising and/or Mentoring Students: Advising students is also an important faculty responsibility and a key function of academic citizenship. Student advising may include: (1) overseeing course selection and scheduling; (2) seeking solutions to conflicts and academic problems; (3) working with students to develop career goals and identify employment opportunities; (4) making students aware of programs and sources for identifying employment opportunities, (5) facilitating undergraduate and graduate student participation in professional activities (e.g. conferences, workshops, demonstrations, applied research); and (6) serving as a faculty advisor to student organizations or clubs. Advising also includes attendance at sessions (e.g. workshops, training courses) sponsored by the university, college, unit, or professional organizations to enhance a faculty member's capacity to advise. *[add. 7-06, rev. 1-08, ed. 1-10]*

Effective advising performance may be documented by: (1) the evaluation of peers or other professionals in the unit or college; (2) undergraduate or graduate student advisees' evaluations; (3) level of activity and accomplishment of the student organization advised; (4) evaluations of persons being mentored by the candidate; (5) number of undergraduate and graduate students guided to completion; and (6) receiving awards for advising, especially those involving peer evaluation. *[add. 7-06, ed. 1-10]*

C-2. SCHOLARSHIP AND CREATIVE ACTIVITIES: Scholarship is creative intellectual work that is communicated and validated. The creative function of a university requires the appointment of faculty members devoted to scholarship and creative activities. The university promotes an environment that increases faculty engagement in interdisciplinary scholarship. The university's Carnegie designation as "research university high" fosters an emphasis on scholarly and creative activities. *[rev. 1-10]*

Scholarship and creative activities take diverse forms and are characterized by originality and critical thought. Both must be validated through internal and external peer review or critique and disseminated in ways having a significant impact on the university community and/or publics beyond the university. Both are ongoing obligations of all members of the faculty. *[rev. 7-06, 1-10]*

The basic role of a faculty member at the University of Idaho is to demonstrate and validate continuing sound and effective scholarship in the areas of teaching and learning, artistic creativity, discovery, integration, and outreach/application/engagement. While these areas may overlap, these distinctions are made for purposes of defining position descriptions and for developing performance standards. Units and colleges shall adopt criteria for the evaluation of scholarship and creative activities. Demonstrated excellence that is focused in only one of these scholarship and creative activity areas is acceptable if it is validated and judged to be in the best interests of the institution and the individual faculty member. *[rev. 7-06, 1-10]*

a. Scholarship in Teaching and Learning: can involve classroom action research (site-specific pedagogy), qualitative or quantitative research, case studies, experimental design and other forms of teaching and learning research. It consists of the development, careful study, and validated communication of new teaching or curricular discoveries, observations, applications and integrated knowledge and continued scholarly growth. Evidence that demonstrates this form of scholarship might include: publications and/or professional presentations of a pedagogical nature; publication of text books, laboratory manuals, or educational software; advancing educational technology; presentation in workshops related to teaching and learning; development and dissemination of new curricula and other teaching materials to peers; and individual and/or collective efforts in securing and carrying out education grants. *[ed. 7-00, rev. 7-06]*

The validation of scholarship in the area of teaching and learning is based in large measure on evaluation by the faculty member's peers both at the University and at other institutions of higher learning. *[rev. 7-06]*

b. Scholarship in Artistic Creativity: involves validated communication and may be demonstrated by significant achievement in an art related to a faculty member's work, such as musical composition, artistic performance, creative writing, mass media activity, or original design. *[rev. 7-06, 1-10]*

The validation of scholarship in the area of artistic creativity is based in large part on the impact that the activity has on the discipline and/or related fields as determined by the peer review process. Many modes of dissemination are possible depending on the character of the art form or discipline. For example, a published novel or book chapter for an anthology or edited volume or similar creative work is regarded as scholarship. Each mode of dissemination has its own form of peer review that may include academic colleagues, practitioner or performance colleagues, editorial boards, and exhibition, performance, or competition juries. *[rev. 7-06]*

c. Scholarship in Discovery: involves the generation and interpretation of new knowledge through individual or collaborative research. It may include: novel and innovative discovery; analyzing and synthesizing new and existing knowledge and/or research to develop new interpretations and new understanding; research of a basic or applied nature; individual and collaborative effort in securing and carrying out grants and research projects; membership on boards and commissions devoted to inquiry; and scholarly activities that support the mission of university research centers. *[rev. 7-06]*

Evidence of scholarship in this area may include: publication of papers in refereed and peer reviewed journals; published books and chapters; published law reviews; citation of a faculty member's work by other professionals in the field; published reviews and commentary about a faculty member's work; invited presentations at professional meetings; seminar, symposia, and professional meeting papers and presentations; direction and contribution to originality and novelty in graduate student theses and dissertations; direction and contribution to undergraduate student research; awards, scholarships, or fellowships recognizing an achievement, body of work, or career potential based on prior work; appointment to editorial boards; and significant scholarly contributions to university research centers. The validation of scholarship in the area of discovery is based on evaluation by other professionals in the faculty member's discipline or sub-discipline. *[rev. 7-06]*

d. Scholarship of Integration: often interdisciplinary and at the borders of

converging fields, is the serious, disciplined work that seeks to synthesize, interpret, contextualize, critically review, and bring new insights into, the larger intellectual patterns of the original research. Similar to the scholarship of discovery, the scholarship of integration can also seek to investigate, consolidate, and synthesize new knowledge as it integrates the original work into a broader context. It often, but not necessarily, involves a team or teams of scholars from different backgrounds working together, and it can often be characterized by a multidisciplinary or interdisciplinary investigative approach. The consolidation of knowledge offered by the scholarship of integration has great value in advancing understanding and isolating unknowns. Beyond the differences, the scholarship of integration can include many of the activities of scholarship of discovery and thus may be rigorously demonstrated and validated in a similar manner. *[add. 7-06]*

e. Scholarship of Outreach/Application/Engagement: These activities apply faculty members' knowledge and expertise to issues that impact individuals, communities, businesses, government, or the environment. Examples may include economic development, environmental sustainability, stimulation of entrepreneurial activity, integration of arts and sciences into people's lives, enhancement of human well being, and resolution of societal problems. Like other forms of scholarship and creative activities, the scholarship of outreach/application/engagement involves active communication and validation. Examples of validation may include (but are not limited to): peer reviewed or refereed publications and presentations; patents, copyrights, or commercial licensing; adoption or citation of techniques as standards of practice; invited presentation at a seminar, symposium or professional meeting; and citations of the faculty member's work. *[add. 7-06, rev. 1-10]*

C-3. OUTREACH and EXTENSION: Outreach activities are originated by every unit on UI's Moscow campus and from each of the University's physical locations around the state. *[add. 1-10]*

Outreach includes a wide variety of activities including, but not limited to, (a) extension (see 1565 B); (b) teaching, training, certification, and other dissemination of information to the general public, practitioner, and specialty audiences; (c) volunteer development and establishment/maintenance of relationships with private and public organizations; and (d) unpaid extramural consultation and other professional services to individuals, organizations, and communities. Delivery mechanisms include distance education, service learning, cooperative education, technology transfer, noncredit courses, and publications. Most of the examples provided, such as distance education, are not exclusively outreach. Instead, they lie at the intersection of outreach and teaching or research. Likewise, professional services may be associated with teaching, scholarship, or university service and leadership. A faculty member's position description specifies where his or her outreach activities will be counted. *[rev. 1-10]*

Evidence of effective outreach activities may include, but are not limited to, (1)documentation of the process by which needs were identified and what steps were taken to deliver carefully planned and implemented programs; (2) numbers of individuals and types of audiences affected; (3) evaluation by participants in outreach activities; (4) other measures of significance to the discipline/profession, state, nation, region and/or world; (5) quantity and quality of outreach publications and other mass-media outlets; (6) evaluation of the program's effects on participants and stakeholders; (7) awards, particularly those involving peer evaluation; (8) letters of commendation from individuals within organizations to whom service was provided; (9) service in a leadership role of a professional or scientific organization as an officer or other significant position; and (10) other evidence of professional service oriented projects/outputs. *[rev. 1-10]*

C-4. UNIVERSITY SERVICE AND LEADERSHIP: The university seeks to create formal and informal organizational structures, policies, and processes that enable the university community to be effective, while also fostering a climate of participatory decision making and mutual respect. *[add. 1-10]*

a. Intramural service is an essential component of the University of Idaho mission and is the responsibility of faculty members in all units. Service by members of the faculty to the university in their special capacities as scholars should be a part of both the position description and annual performance review. *[add. 7-06, rev. 1-08, ed. 1-10]*

Within the university, intramural service includes participation in unit, college, and university committees, and any involvement in aspects of university governance and academic citizenship. University, college, and unit committee leadership roles are seen as more demanding than those of a committee member or just regularly attending faculty meetings. Because faculty members play an important role in the governance of the university and in the formulation of its policies, recognition should be given to faculty members who participate effectively in faculty and university governance. Intramural service can include clinical service, routine support, and application of specialized skills or interpretations, and expert consultancies. The beneficiaries of these forms of service can be colleagues and co-workers. *[rev. 1-10]*

Effective performance in intramural service may be documented by a variety of means. Examples include: (1) letters of support from university clientele to whom your service was provided; (2) serving as a member or chairperson of university, college, or unit committees; and (3) receiving University service awards, especially those involving peer evaluation. *[rev. 1-10]*

b. Administration:

(1) Unit Administration (see FSH 1565 B)**:** FSH 1420 E describes the responsibilities and the selection and review procedures for unit administrators. Unit administration is not normally considered in tenure and promotion deliberations; it is accounted for insofar as expectations are proportionally adjusted in the other sections of the position description. For faculty in nonacademic units (e.g. faculty at large), administration may be considered in tenure and promotion deliberations. *[add. 7-06, rev. 1-10]*

(2) Other: Effective conduct of university programs requires administrative activities that support scholarship, outreach and teaching. Program support activities are to be noted in position descriptions and performance reviews. The role of the principal or co-investigator of a university program or project may include the following administrative responsibilities: (1) budgetary and contract management; (2) compliance with University purchasing and accounting standards; (3) supervision and annual review of support personnel; (4) purchasing and inventory management of goods; (5) graduate student and program personnel recruitment, training in University procedures/policies, and annual review; (6) collaborator coordination and communication; (7) management of proper hazardous waste disposal; (8) laboratory safety management; (9) authorization and management of proper research animal care and use; (10) authorization and management of human subjects in research; (11) funding agency reporting; (12) intellectual property reporting; and (13) compliance with local, state, and federal regulation as well as University research policy. *[add. 7-06, rev. 1-10]*

Demonstration of effective administration, may be documented by a variety of means. Examples include: (1) compliance with applicable rules, standards, policies, and regulations; (2) successful initiation, conduct and closeout of research contracts and grants as evidenced by timely reporting and budget management; (3) completion of the research contract or proposal scope-of-work; organized program operations including personnel and property management. Documentation of effective university program operation, beyond scholarship, may also include input by graduate and undergraduate students participating in the university program; and input by collaborators, cooperators, funding agency and beneficiaries of the program. Documentation of effective administration may include evaluations by faculty and staff, as well as objective measures of performance under the incumbent's leadership. *[add. 7-06, rev. 1-10]*

D. UNIVERSITY FACULTY (FSH 1520 Article II):

D-1. INSTRUCTOR: Instructors may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Appointment to instructor constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated below. To avoid confusion over university faculty (those who have voting rights per FSH 1520 II, Section 1) the title of Instructor shall not be used in any other university position.

Commented [TA(2]: This paragraph was added to address a widespread misunderstanding of what instructors are considered faculty under FSH 1520 Article II Section 1, thus have faculty vote. A question posed to the Faculty Secretary frequently: Does an individual who has instructor in their title have faculty vote?

a. Instructor. Appointment to this rank requires proof of advanced study in the field in which the instructor will teach, the promise of teaching effectiveness, and satisfactory recommendations. Instructors have charge of instruction in assigned classes or laboratory sections under the general supervision of the departmental administrator. When they are engaged in teaching classes with multiple sections, the objectives, content, and teaching methods of the courses will normally be established by senior members of the faculty or by departmental committees. Instructors are expected to assist in the general work of the department and to make suggestions for innovations and improvements.

b. Senior Instructor. Appointment to this rank requires qualifications that correspond to those for the rank of instructor and evidence of outstanding teaching ability. Instructors are promotable to senior instructor [see FSH 3560]. Effective teaching is the primary responsibility of anyone holding this rank and this primary responsibility is weighted accordingly in the annual performance evaluation and when a senior instructor is being considered for tenure. Except in very rare instances, this rank is considered terminal (i.e., it does not lead to promotion to the professorial ranks and there is no limitation on the number of reappointments). Prospective appointees to the rank of senior instructor must be fully informed of its terminal nature. ~~No more than 15 percent of the positions in any department or similar unit may be held by senior instructors; however, each such unit may appoint one person to this rank without regard to this limitation~~.

Commented [a3]: Moved to introduction A above.

~~**c. Promotion and Review**, Each unit will develop criteria for promotion and review of its instructors. The promotion process will be consistent with that followed by the unit, college and university for tenure-track faculty (see FSH 3560). Instructors will be reviewed at a minimum of every 5 years, or earlierthereafter, as determined by the unit's by-laws. The committee for third-year review, periodic review and promotion and review, as defined by the unit's bylaws, shall include tenure-track faculty within the unit.~~

Commented [at4]: Moved to Promotion Policy 3560 D-1.

D-2. FACULTY:

a. Assistant Professor. Appointment to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons in the final stages of completing doctoral dissertations or with outstanding talents or experience may be appointed to this rank. Evidence of potential effective teaching and potential scholarship in teaching and learning, artistic creativity, discovery, and outreach/application/engagement is a prerequisite to appointment to the rank of assistant professor. Appointees in this rank have charge of instruction in assigned classes or laboratories and independent or shared responsibility in the determination of course objectives, methods of teaching, and the subject matter to be covered. Assistant professors are expected to demonstrate the ability to conduct and direct scholarly activities, and to provide intramural and extramural professional service. [1565 C] *[rev. 7-98, 7-00, 1-10, ed. 7-12]*

b. Associate Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. In some situations, however, persons with outstanding talents or experience may be appointed or promoted to this rank. Associate professors must have demonstrated maturity and conclusive evidence of having fulfilled the requirements and expectations of the position description. An appointee to this rank will have demonstrated effective teaching or the potential for effective teaching, the ability to conduct and direct scholarly activities in his or her special field, and provide service to the university and/or his or her profession. Evidence of this ability includes quality publications or manuscripts of publishable merit; and/or unusually productive scholarship in teaching and learning; and/or significant artistic creativity; and/or major contributions to the scholarship of outreach/application/engagement. Associate professors generally have the same responsibilities as those of assistant professors, except that they are expected to play more significant roles in initiating, conducting, and directing scholarly activities, and in providing intramural and extramural professional service. [1565 C] *[rev. 7-98, 1-10, rev. and ren. 7-00]*

c. Professor. Appointment or promotion to this rank normally requires the doctorate or appropriate terminal degree. A professor should have intellectual and academic maturity, demonstrated effective teaching or the potential for effective teaching and the ability to organize, carry out, and direct significant scholarship in his or her major field. A professor will have made major scholarly contributions to his or her field as evidenced by several quality publications and/or highly productive scholarship in one or more of the areas of teaching and learning, discovery, artistic creativity, and outreach/application/ engagement. Professors have charge of courses and supervise research, and are expected to play a major role of leadership in the development of academic policy, and in providing intramural and extramural professional service. [1565 C] *[rev. 7-98, 1-10, rev. and ren. 7-00]*

D-3. RESEARCH FACULTY:

a. Assistant, Associate and Professor. Appointment to these ranks requires qualifications, except for teaching effectiveness, that correspond to their respective ranks as for faculty in D-2 above. *[ed. 7-12]*

D-4. EXTENSION FACULTY:

a. Extension Faculty with Rank of Instructor. Appointment to this rank requires: sound educational background and experience for the specific position; satisfactory standard of scholarship; personal qualities that will contribute to success in an extension role; evidence of a potential for leadership, informal instruction, and the

development of harmonious relations with others. *[rev. 7-98]*

b. Extension Faculty with Rank of Assistant Professor. Appointment to this rank requires a master's degree along with the qualifications of extension faculty with rank of instructor and: demonstrated leadership ability in motivating people to analyze and solve their own problems and those of their communities; evidence of competence to plan and conduct an extension program; a record of effectiveness as an informal instructor and educational leader; proven ability in the field of responsibility; evidence of continued professional growth through study and participation in workshops or graduate training programs; acceptance of responsibility and participation in regional or national training conferences; membership in appropriate professional organizations, and scholarship in extension teaching or practical application of research; demonstrated ability to work in harmony with colleagues in the best interests of UI and of the people it serves. *[rev. 7-98]*

c. Extension Faculty with Rank of Associate Professor. In addition to the qualifications required of extension faculty with rank of assistant professor, appointment or promotion to this rank requires: achievement of a higher degree of influence and leadership in the field; continued professional improvement demonstrated by keeping up to date in subject matter, extension teaching methods, and organization procedures; progress toward an advanced degree if required in the position description; demonstrated further successful leadership in advancing extension educational programs; evidence of a high degree of insight into county and state problems of citizens and communities in which they live, and the contribution that education programs can make to their solution; an acceptance of greater responsibilities; a record of extension teaching or practical application of research resulting in publication or comparable productivity; a reputation among colleagues for stability, integrity, and capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context. *[rev. 7-98, ed. 1-10]*

d. Extension Faculty with Rank of Professor. In addition to the qualifications required of extension faculty with rank of associate professor, appointment or promotion to this rank requires: regional or national recognition in the special professional field or area of responsibility; a record of successful organization and direction of county, state, or national programs; an outstanding record of creative extension teaching or practical application of research resulting in significant publications or comparable scholarship; active membership and effective participation in professional committee assignments and other professional organization activities; demonstrated outstanding competence in the field of responsibility; achievement of full maturity as an effective informal teacher, wise counselor, leader of extension educational programs, and representative of the university. These activities may occur in a domestic or international context. *[rev. 7-98, ed. 1-10]*

D-5. LIBRARIAN:

a. Librarian with Rank of Instructor. Appointment to this rank requires an advanced degree in library science from a library school accredited by the American Library Association and: (a) evidence of potential for successful overall performance and for development as an academic librarian; (b) when required for specific positions (e.g., cataloger, assistant in a subject library), knowledge of one or more subject areas or pertinent successful experience in library work.

b. Librarian with Rank of Assistant Professor. Appointment to this rank requires the qualifications for librarian with rank of instructor and: (a) demonstrated ability, competence, and effectiveness in performing assigned supervisory-administrative, specialized public service, or technical service responsibilities; (b) demonstrated ability to establish and maintain harmonious working relationships with library colleagues and other members of the university community; (c) evidence of professional growth through study; creative activity; participation in workshops, conferences, seminars, etc.; participation in appropriate professional organizations; awareness of current developments in the profession and ability to apply them effectively in the area of responsibility; (d) service to the library, university, or community through committee work or equivalent activities.

c. Librarian with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) acceptance of greater responsibilities, and conclusive evidence of success in the performance of them, e.g., bibliographical research performed in support of research activities of others; development of research collections; the preparation of internal administrative studies and reports; interpreting, and facilitating effective use of, the collections; effectively applying bibliographic techniques for organizing library collections; effective supervision of an administrative unit; (b) evidence of further professional growth, as demonstrated by keeping up to date in subject matter, methods, and procedures and by practical application of research resulting in significant improvement of library operations or in publication; effective participation in the work of appropriate professional organizations; and/or formal study, either in library science or in pertinent subject areas; (c) evaluation by colleagues as a person of demonstrated maturity, stability, and integrity, with the capacity for further significant intellectual and professional achievement. These activities may occur in a domestic or international context. *[ed. 1-10]*

d. Librarian with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of librarians and: (a) demonstrated outstanding competence in the area of responsibility; (b) achievement of an outstanding record of creative librarianship, of effective administration, or of practical application of research resulting in significant publications or comparable productivity; (c) an additional degree in library science or in a pertinent subject area or equivalent achievement; (d) regional or national recognition for contributions to the profession based on publications or active and effective participation in the activities of professional organizations; (e) evaluation by colleagues as an effective librarian who will continue to recognize that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context. *[ed. 1-10]*

D-6. PSYCHOLOGIST OR LICENSED PSYCHOLOGIST:

a. Psychologist with Rank of Instructor. Appointment to this rank requires: an advanced degree in counseling, counseling psychology, clinical psychology, or closely related field earned in a professional program accredited by the appropriate accrediting association; evidence of effective skills in counseling or therapy; and evidence of pursuit of a terminal degree.

b. Psychologist or Licensed Psychologist with Rank of Assistant Professor. Appointment to this rank requires the qualifications for psychologist with rank of instructor and: a doctoral or equivalent terminal degree; evidence of effective skills in counseling or therapy; awareness of current developments in the profession; and demonstrated potential for participation in appropriate professional organizations,

service to the Counseling and Testing Center, the university, and the community through teaching, committee membership, or equivalent activities, and the development and execution of research projects or the development and execution of outreach services designed to benefit UI students.

c. Licensed Psychologist with Rank of Associate Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: possession of a license as a psychologist in the state of Idaho; evidence of continued development of skills in counseling or therapy, as demonstrated by attendance at training workshops, personal study that leads to the presentation of workshops, classes, or seminars, or private study that leads to in-service training of personnel of the Counseling and Testing Center; evidence of continued professional development through service in professional organizations; evidence of effective teaching or training; completion of research that has resulted in quality publications or manuscripts of publishable merit, or the design and implementation of a continuing program in the Counseling and Testing Center that is of benefit to UI students and represents professional achievement of publishable merit; and continued service to the university and community through committee work or participation in community organizations. These activities may occur in a domestic or international context. *[ed. 1-10]*

d. Licensed Psychologist with Rank of Professor. Appointment or promotion to this rank requires the qualifications applicable to the lower ranks of psychologists and: demonstration of outstanding competence in counseling or therapy; establishment of an outstanding record in research and publication or in development of continuing programs that contribute to the betterment of university students; continued professional improvement through private study, directed study, or attendance at workshops, conventions, etc.; regional or national recognition for contributions to the profession through publication, presentation of workshops, or active and effective participation in the activities of professional organizations; and recognition by colleagues as an effective psychologist who realizes that optimum productivity is a reasonable personal goal. These activities may occur in a domestic or international context. *[ed. 1-10]*

D-7. OFFICER-EDUCATION: Appointment of persons to the faculties of the officer education programs was established for the purpose of ensuring the academic soundness of the programs. The dual role of these faculty members as military officers and academic instructors is recognized. The university expects the nominees to have demonstrated academic and intellectual capabilities and exemplary professional achievement. Specifically, UI expects: *[ed. 1-10]*

a. Academic Preparation. It is desirable for officer education faculty members to have at least a master's degree. In his or her most recent education, the officer should have a superior academic record as demonstrated by such measures as high grade-point average in graduate school, being in the upper half of the class in graduate school, or superior graduate-level ability as attested in letters of recommendation from graduate-school professors. *[ed. 1-10]*

b. Specialized Preparation. The officer must have significant education, experience, or formal preparation in the subject areas in which he or she will teach.

c. Military Background and Preparation. A junior officer is expected to have had significant professional performance and experience. It is also desirable that the officer have some formal military education beyond commissioning. A senior officer should have broad experience with excellent performance. He or she is expected to

have attended a junior or senior military college and to have made a distinguished record there.

d. Teaching. It is desirable for officers to have had some teaching experience. It is recognized that this is not always possible for junior officers. For such an officer, there should be some evidence that he or she will become a satisfactory teacher. Heads of officer education programs are expected to be experienced instructors.

e. Nominees who will pursue graduate studies at UI for one year before becoming an instructor will be given preliminary approval. In their last semester of full-time graduate enrollment, the service should submit the required information to the Officer Education Committee for regular, final approval. For preliminary approval, the officer should, in addition to the military requirement, show promise of being successful in graduate studies. This could be demonstrated by (a) a high score on the Graduate Record Examination, if taken, (b) full enrollment status as a graduate student at UI, (c) a high overall grade-point average in college (3.00 or above on a 4-point scale), (d) a high grade-point average in a major area, or (e) a good record in the final year of college and graduate-level ability as attested by letters of recommendation from college professors. *[rev. 1-10]*

f. Appointment:

1. The following information is submitted by the nominee's service: (1) transcripts from undergraduate and graduate academic institutions; (2) transcripts or appropriate records from military schools and staff colleges; (3) at least three letters of recommendation from appropriate sources, such as former professors, military instructors, and supervisors or commanders. These letters should be concerned with matters such as the officer's civilian academic performance, military record and leadership ability, and actual or potential performance as a teacher. (Former supervisors or commanders could give their opinion based on the officer's demonstration of leadership ability and his or her experience as a training officer.); (4) a summary of the officer's duty assignments and military and teaching positions held; (5) copies of favorable communications from the officer's file.

2. The following is provided by the program unit concerned: (1) a description of the military schools attended and courses completed by the nominee; (2) a description of the positions held by the nominee; (3) an explanation of the appropriateness of the officer's experience and training to the courses he or she will teach.

3. Copies of the requested material are distributed by the local unit to the members of the Officer Education Committee at least 72 hours before the meeting at which the committee will consider the nominee. For appointments commencing in the fall, this information should normally be made available not later than the preceding May 1.

4. In the case of a person nominated to head an officer education program, UI may require a personal interview.

5. A minimum of two weeks, after receipt of all required information, is necessary for consideration of the nominee. UI notifies the nominee's service of its decision within one month.

D-8. UNIVERSITY DISTINGUISHED PROFESSOR: Acknowledgment of

outstanding academic contributions to the university is appropriate and desirable. The rank of University Distinguished Professor[2] is bestowed upon University of Idaho faculty in recognition of sustained excellence in teaching, scholarship[3], outreach, and service. The rank will be held for the remainder of the recipient's active service at the University; if the recipient leaves the University and is eligible for emeritus status, the rank will change to University Distinguished Professor Emeritus. The rank is highly honorific and therefore will be conferred on no more than three faculty members university-wide in any given academic year. Selection of University Distinguished Professors will reflect the diversity of scholarly fields at the University. University Distinguished Faculty will receive a stipend of at least $5,000 per year for five years to be used to enhance salary or support professional activities (e.g., professional travel, student support, equipment, materials and supplies, etc.). *[add. 7-10, rev. 7-12]*

a. Selection Criteria: In general, University Distinguished Professors will have received national and usually international recognition. They will have brought distinction to the University through their work. *[ed. 7-12]*

University Distinguished Professors will have achieved a superior record in the following areas: scholarly, creative, and artistic achievement; breadth and depth of teaching; and University service and service involving the application of scholarship, creative, or artistic activities to addressing the needs of one or more external publics. *[rev. 7-12]*

University Distinguished Professorships will be conferred on members of the University of Idaho Faculty who have attained the rank of Professor and have completed a minimum of seven years of service at the University, typically at the rank of Professor. *[rev. 7-12]*

b. Selection Process: University Distinguished Professorships will be awarded by the President upon recommendation of The University Distinguished Professorship Advisory Committee a standing committee composed of four faculty members and three deans. The committee members should reflect all dimensions of diversity in the university community. They will be appointed by the Provost to serve three-year terms on a staggered basis. Nominations will be made by Faculty Senate and the Academic Deans, in consultation with faculty and administrators of units. Committee members must be tenured professors who themselves have outstanding records of teaching, research and/or outreach. *[rev. 7-12]*

1. The Provost will request nominations from faculty, deans, directors and unit administrators annually. *[rev. 7-12]*
2. Written nominations will be submitted to the Provost and must include: *[ed. 7-12]*
   a. A nominating letter with a brief summary of the candidate's achievements; *[rev. 7-12]*
   b. The candidate's *curriculum vitae*, including a list of any significant previous awards;
   c. Letters of endorsement from the appropriate deans and unit administrators or director(s). The candidate may also include a maximum of three additional letters of support, as appropriate, from

[2] As a result of Development Fund efforts, endowment support eventually may be obtained for many University Distinguished Fellowships, in which case a donor's name may be added to the title.*[ed. 7-12]*
[3] Scholarship in this context includes scholarship of discovery, scholarship of pedagogy, scholarship of application and integration, and artistic creativity.

students, colleagues at the University of Idaho, and/or other institutions. Letters should describe the impact of the nominee on her/his field, evidence of external recognition, and the context of her/his work over the course of her/his employment. *[rev. 7-12]*

3. The University Distinguished Professorship Advisory Committee reviews the nominations and makes recommendations to the Provost for transmittal to the President. *[rev. 7-12]*
4. Because the rank of University Distinguished Professorship is intended to be highly honorific, it is possible that in a given year no candidates will be selected. *[ed. 7-12]*
5. The applications of nominees who are not selected in the first year of nomination will remain active for a total of three years. Nominators will have the opportunity to update their nomination during subsequent years in which their candidate is under consideration.

D-9. CLINICAL FACULTY: Clinical faculty may be appointed for the purpose of performing practicum, laboratory, or classroom teaching. Clinical faculty is a non-tenure track position. Clinical faculty positions are appropriate for professional disciplines having strong applied and/or clinical elements or those serving university units or academic departments in a supporting capacity. Appointment to clinical-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, and confers responsibilities and privileges as stated in a below. Clinical faculty members may be appointed and/or promoted (FSH 3560 D-2) to the ranks of clinical assistant professor, clinical associate professor or clinical full professor. *[rev. 7-11]*

a. Responsibilities, Privileges, and Rights. A clinical faculty member has a primary employment responsibility in a UI unit. The relationship of a clinical faculty member to UI is essentially that of a collaborator with a UI unit, program, or faculty member. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the clinical faculty. They have the same responsibilities and privileges as university faculty (FSH 1520 II 1) *[rev. 7-11]*

Clinical faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service.

1. Clinical faculty members may have teaching as a primary or major responsibility; in addition, they may advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees, engage in outreach and engagement activities, and act as expert advisers to faculty members or groups. *[rev. 7-11]*

2. The nature and extent of the services to be rendered are determined jointly by the clinical faculty member, his or her immediate supervisor, and the unit administrator(s) concerned.

b. Qualifications. Assignment to a clinical faculty position is based on demonstrated knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to those expected of faculty within the unit. *[ed. 7-11]*

~~**c. Promotion and Review.** Clinical faculty members are eligible for promotion after completion of time in rank comparable to that for tenure-track faculty, and upon evaluation by departmental, college and university promotion committees. Clinical faculty shall be reviewed during their third year (see FSH 3570). Each unit will~~

Commented [TA(5]: This policy is on ranks and responsibilities, moved to 3560 Promotion - D-2

~~develop criteria for promotion and review of its clinical faculty. The promotion process will be consistent with that followed by the unit, college and university for tenure-track faculty (see FSH 3560). Clinical faculty will be reviewed at a minimum of every 5 years, or thereafter, as determined by the unit's by-laws. The committee for third-year review, period review and promotion, as defined by the unit's bylaws, shall include tenure-track faculty from the unit. [See FSH 3560] *[add. 7-11]*~~

c~~d~~. **Conversion.** Instructors and senior instructors who meet the qualifications for clinical faculty defined in D-9 b. may be considered for clinical faculty status upon the recommendation of the unit administrator and dean, subject to approval by the provost. Credit for prior equivalent experience may be granted by the provost up to a maximum of four years. Conversion of an existing tenure-track or tenure line in a unit to clinical status requires the approval of the dean and provost. A unit must demonstrate that a clinical position better advances the university's strategic goals than a tenure-track position. *[add. 7-11]*

E. EMERITI. (FSH 1520 II-2)

E-1. ELIGIBILITY. A board appointed, benefit-eligible member of the university faculty who holds one of the ranks described in 1565 D and who leaves the university and has a minimum of 8 years of service, has attained 55 years of age, and attained the rule of 65 (age plus years of service is at least 65), is designated as "professor emeritus/emerita," "research professor emeritus/emerita," or "extension professor emeritus/emerita," as applicable. A faculty member without such rank has the designation "emeritus" or "emerita," as applicable, added to the administrative or service title held at the time of retirement. *[ed. 7-00, 7-02, 1-08, rev. 7-12, 1-14]*

In exceptional circumstances the provost, with the concurrence of Senate Chair, Vice Chair and Faculty Secretary, may suspend the above eligibility rules and award or deny emeritus status to a faculty member. *[add. 1-12]*

E-2. RIGHTS, PRIVILEGES, AND RESPONSIBILITIES. Emeriti are faculty members in every respect, except for the change in salary and in certain fringe benefits, the obligation to perform duties, and the right to vote in faculty meetings. They continue to have access to research, library, and other UI facilities. Emeriti may take an active role in the service and committee functions of their department, college, and the university. UI encourages the voluntary continued participation of emeriti in the activities of the academic community.

E-3. EMPLOYMENT OPPORTUNITIES. *[add. 1-12]*

a. Emeritus faculty may hold a part-time position after retirement, but not a full-time one. When it is in the university's interest, exceptions may be made and the full-time employment limitation may be waived by the president.
b. Units wanting to employ emeritus faculty without a search must request, in writing, a search waiver from the Director of Human Rights, Access & Inclusion.
c. Search waivers granted to emeritus faculty remain in effect for three full years. Units need only notify Human Resources if they want to continue to employ an emeritus faculty member while the search waiver is in effect. However, a unit is not obligated to employ the emeritus faculty member during this three year period.

E-4. SPECIFIC PROVISIONS FOR EMERITUS PARTICIPATION. *[ren. 7-12]*

a. Departmental mail boxes continue to be available to emeriti who reside locally.

b. A list of emeriti and their mailing addresses is maintained at each level--department, college, and university (Human Resources). *[ed. 7-06, 1-08]*

c. The director of human resources is responsible for supplying information about emeriti for the Campus Directory.

d. Emeriti who have campus mail boxes receive University of Idaho publications by campus mail or upon request by email.*[ed. 7-12]*

e. Emeriti who have departmental mail boxes receive full distribution of notices; otherwise, special requests may be made to the departmental administrator.

f. Ordinary office materials and supplies are available under the same issuing procedures applicable to other members of the department.

g. Departmental postage may be used for professional mail.

h. Offices for emeriti are provided on a space-available basis.

i. One, free non-transferable gold parking permit each year. *[rev. 1-08]*

j. Any discounts available to other members of the faculty and staff through various UI agencies are available to emeriti.

k. Emeriti are included in appropriate university, college, and departmental faculty-staff functions.

l. In the appointment of committees, administrators at all levels and the Committee on Committees consider the availability and desire for significant service of emeriti.

m. There are many areas of activity, professional and other, such as service to the community and special groups within the community and university, in which emeriti may have the time and the inclination to make continuing contributions (e.g., guest lectures, research design, and consultation). In connection with such services, emeriti are not excluded from the travel budget, though they may generally have a lower priority.

n. E-mail accounts are available to emeriti without charge. *[add. 7-99, ren.1-08, ed. 7-12]*

E-5. LISTING OF EMERITI IN THE COMMENCEMENT PROGRAM. Names of faculty members who retire after meeting the eligibility requirements stated in E-1 are listed in the program of the commencement exercises held during the fiscal year in which their UI duties end; also, those whose service obligations are to end on or before August 31 following a given commencement will be listed in the program for that commencement. *[ed. 1-10, ren. 7-12]*

E-6. MAINTENANCE OF TIES WITH EMERITI. The Faculty Senate has urged UI units periodically to review their contacts with emeriti and to take steps to ensure that the provisions of this section--particularly b and c, above--are being carried out; moreover,

the senate has urged all members of the UI community to seek additional ways of maintaining ties with emeriti and to provide opportunities and the means for them to continue to be a part of, and of service to, the university. *[ed. 1-08, 7-09, ren. 7-12]*

F. ASSOCIATED FACULTY: Associated faculty members (see FSH 1520 II-3) have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave. *[ed. 1-10]*

F-1. AFFILIATE FACULTY: *[ren. 7-98, 1-08, rev. 7-10]*

a. General. The affiliate faculty consists of professional personnel who serve academic departments in a supporting capacity. Appointment to affiliate-faculty status constitutes a recognition of the appointee's scholarly contributions and professional accomplishments, confers responsibilities and privileges as stated in subsection e below, and authorizes assignment of service functions as described in subsection e-2 below. It is also a means of encouraging greater cooperation between and among academic departments and other units. An affiliate faculty member holds a non-tenure-track faculty status in an appropriate academic discipline. *[ed. 7-00, 1-10, rev. 7-10]*

b. Employment Status. An affiliate faculty member may, by virtue of his or her employment, have either one of the following relationships with UI: (1) that of a UI employee, normally an exempt employee, who is [a] a member of the faculty or staff of a unit of the university other than the one in which he or she has affiliate-faculty status, or [b] a member of the professional support staff of the same unit of the university in which he or she has affiliate-faculty status; (2) that of an employee of a governmental or private agency who is assigned by that agency to a UI unit or to one of the agency's units or programs that is officially associated with the university. *[rev. 7-10]*

c. Distinction between Affiliate and Adjunct Faculties. Members of the affiliate faculty have a more direct relationship with UI than do members of the adjunct faculty [see 1565 F-2]. Members of the adjunct faculty are not UI employees. An adjunct faculty member's primary employment is with a unit or program that is not officially associated with UI. Thus, the relationship of a member of this faculty category to UI is essentially that of a collaborator with a UI unit, program, or faculty member. An affiliate faculty member, in contrast, has a primary employment responsibility in a UI unit or in a non-UI unit that is officially associated with UI. In addition, he or she has a secondary relationship to another unit in a supporting role, or has a secondary relationship to the academic program in the same unit in which he or she has a primary employment responsibility. These latter relationships are the kind that are recognized by the affiliate faculty membership. *[ed. 7-00, 1-08, 1-10, rev. 7-10]*

d. Responsibilities, Privileges, and Rights. The guarantees afforded by the principle of academic freedom [see 3160] are extended to members of the affiliate faculty. They have substantially the same responsibilities and privileges as do members of the university faculty; however, their right to vote in meetings of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. (Those who, in addition to their affiliate-faculty status, have status as members of the university faculty [e.g., psychologists in the Counseling and Testing Center and regular faculty members in other academic departments] have, of course, full rights of participation in meetings of the university faculty and of the constituent faculties to which they belong.) *[ren. 1-10,, rev. 7-10, ed. 7-11]*

Affiliate faculty members perform administrative, analytical, and research functions that complement UI's mission in teaching, research, and service. *[rev. 7-10]*

1. Affiliate faculty members, as such, do not normally have teaching as a primary or major responsibility; however, with the approval of academic departments, they may teach classes, advise students on their academic or professional programs, participate in research projects, serve on graduate students' supervisory committees (with approval by the vice president for research and graduate studies), or act as expert advisers to faculty members or groups. *[rev. 7-10]*

2. The nature and extent of the services to be rendered are determined jointly by the affiliate faculty member, his or her immediate supervisor, and the departmental administrator(s) concerned. *[rev. 7-10]*

3. Affiliate faculty qualify for the faculty-staff educational privilege [see 3740] *[ed. 1-10, rev. 7-10]*

e. Qualifications. Assignment to an affiliate faculty position is based on demonstrating knowledge and experience, academic degrees, scholarly contributions, or other professional accomplishments comparable to what is expected of faculty within that unit. *[ed. 7-00, rev. 1-10, 7-10]*

f. Appointment.

1. Appointments to the affiliate faculty may be made at any time. They are reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointment should be continued unless the affiliate faculty member remains in UI employment or continues in his or her assignment to an entity that is officially associated with the university. *[rev. 7-10]*

2. A recommendation for appointment to the affiliate faculty normally originates in the appropriate academic department and requires the concurrence of the nominee's immediate supervisor and the faculty of the appointing department. The appointment must be approved by the dean of the college, the president, and the regents. *[rev. 7-10]*

3. An appointment, termination, or other change in affiliate-faculty status is made official by means of a "Personnel Action" form. *[rev. 7-10]*

F-2. ADJUNCT FACULTY: *[rev. 7-10]*

a. General. The adjunct faculty includes highly qualified persons who are not employed by UI but are closely associated with its programs. [For the distinction between the affiliate and the adjunct faculty categories, see 1565 F-1-c.] *[ed. 7-00, 1-08, rev. 7-10]*

b. Responsibilities. Members of the adjunct faculty have the same academic freedom and responsibility as do members of the university faculty; however, their right to vote in meetings of the university faculty and of their constituent faculties is limited in accordance with the provisions of 1520 II-3-b. Adjunct faculty members may be assigned to advise students on their academic or professional programs at any level; to work in cooperative research projects; to serve on committees,

including graduate students' supervisory committees (with approval by the College of Graduate Studies); to act as expert advisers to faculty members or groups; and to teach courses in their branch of learning. *[rev. & ren. 1-10, rev. 7-10, ed. 7-11, 7-12]*

c. Qualifications. Adjunct faculty members must be highly qualified in their fields of specialization and should have exhibited positive interest in UI programs in the field of their appointment. Their qualifications should ordinarily be equivalent to those required of regular members of the faculty in the area and at the level of the adjunct faculty member's responsibility. *[ren. 1-10, rev. 7-10]*

d. Adjunct faculty do not qualify for the faculty-staff educational privilege. (see 3740) *[add. 1-10, rev. 7-10]*

e. Appointment.

1. Appointments to the adjunct faculty may be made at any time. b. Appointments are for an indefinite period, but are to be reviewed by the dean of the college before publication of each issue of the *General Catalog*. No appointments should be continued unless the adjunct faculty member is actively engaged in the responsibilities for which he or she was appointed. *[rev. 7-10]*

2. Recommendations for appointment to the adjunct faculty are normally developed at the departmental level and have the concurrence of the departmental faculty. For interdisciplinary degree programs, adjunct faculty may also be assigned responsibilities with respect to the degree programs with approval of the program faculty and of the program director. Appointments must be approved by the dean of the college, the provost, the president, and the regents. *[rev. 7-10]*

3. Before formal appointment procedures are begun, the prospective adjunct faculty member must agree to serve under the provisions herein described. When necessary, the consent of the nominee's employer, if any, will be requested and recorded. *[rev. 7-10]*

4. Appointment information is recorded on the regular "Personnel Action" form.

5. The appointment of adjunct faculty members to graduate students' supervisory committees requires approval by the dean of the College of Graduate Studies. *[rev. 7-10]*

G. TEMPORARY FACULTY: Temporary faculty have access to the library and other UI facilities. Reimbursement for travel or for services to UI is at the unit's discretion. They are not eligible for sabbatical leave. *[add. 1-10]*

G-1. LECTURER. A teaching title that may be used at any level, i.e., it carries no specific connotation of rank among the professorial titles. This title is conferred on one who has special capabilities or a special instructional role. Lecturers are neither tenurable nor expected to progress through the professorial ranks. A lecturer qualifies for faculty status with vote during any semester in which he or she (a) is on an appointment greater than half-time and (b) has been on such appointment for at least four semesters. When a lecturer qualifies for faculty status they shall be reviewed at a minimum of every 5 years thereafter as determined by the unit's by-laws. The review committee defined by the unit's by-laws shall include tenure-track faculty within the unit. *[rev. 7-01]*

G-2. VISITING FACULTY. A designation that, when used with a professorial title, customarily indicates that the appointee holds a regular teaching or research position at another institution. A visiting appointee who does not hold a professorial rank elsewhere may be designated as a lecturer. Appointees with visiting academic ranks (e.g., visiting associate professor, visiting professor) are considered temporary members of the university faculty. Those on full-time appointment have the privilege of voting in meetings of the university faculty and of the appropriate constituent faculties.

G-3. ACTING. Persons who are judged competent to perform particular duties may be appointed for temporary service as acting members of the faculty. An acting appointment may also be used to establish a probationary period for an initial appointment of a person who, while being considered for a regular position on the faculty, is completing the required credentials for a permanent appointment. Persons on acting status are not voting members of the university faculty or of constituent faculties.

G-4. ASSOCIATE. A title for a nonstudent with limited credentials who is assigned to a specialized teaching, research, or outreach position. Associates are exempt staff and are not members of the university faculty or of constituent faculties. *[ed. 1-10]*

H. NON-FACULTY: Those within this category are not members of the faculty. *[ed. 1-10]*

H-1. POSTDOCTORAL FELLOW. Postdoctoral fellows are persons who hold the doctoral degree or its equivalent at the time of their appointment and are continuing their career preparation by engaging in research or scholarly activity. Postdoctoral fellows are special exempt employees in the category of "temporary or special" (FSH 3080 D-2 a) employees recognized by the regents. [See also 3710 B-1.b.] *[ed. 1-10]*

H-2. GRADUATE STUDENT APPOINTEES: [See also 3080 D-2-a.]

a. Teaching Assistant. Teaching assistants conduct classroom or laboratory instruction under the supervision of a full-time member of the faculty. *[ed. 1-10]*

b. Research Assistant. Research assistants provide research service, grade papers, and perform other nonteaching duties. *[ed. 1-10]*

c. Graduate Assistant. Graduate assistants perform paper-grading and other nonteaching duties. *[ed. 1-10]*

d. Research Fellow. This title is appropriate for registered graduate students engaged in research or scholarly activities sponsored by funds designated for fellowships. *[ed. 1-10]*

I. QUALIFICATIONS OF NONFACULTY MEMBERS FOR TEACHING UI COURSES. Persons who are not members of the university faculty but are selected to teach UI courses offered for university-level credit (including continuing-education courses and those offered by correspondence study) are required to have scholarly and professional qualifications equivalent to those required of faculty members.

University of Idaho

POLICY COVER SHEET

(See *Faculty Staff Handbook* 1460 for instructions at UI policy website: www.webs.uidaho.edu/uipolicy)

[3/09]

Faculty/Staff Handbook [FSH] ☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency *Minor Amendment* ☑

Chapter & Title: **FSH 3560 – Instructor/Senior Instructor –**

All policies must be reviewed, approved and returned by a policy sponsor, with a cover sheet attached to apm@uidaho.edu or fsh@uidaho.edu respectively.
*Note: If revision/deletion request original document from apm@uidaho.edu or fsh@uidaho.edu, all changes must be made using "track changes."

Originator(s): **Faculty Senate, 2012-13, April 23, 2013**
(Please see FSH 1460 C) Name Date

Telephone & Email:

Policy Sponsor: (If different than originator.) **Paul McDaniel Faculty Affairs Chair 3/11/14**
Name Date

Telephone & Email: **paulm@uidaho.edu**

Reviewed by General Counsel ___X ____No Name & Date: _Debra Ellers 3/21/14_

I. **Policy/Procedure Statement:** Briefly explain the purpose/reason of proposed addition, revision, and/or deletion to the Faculty/Staff Handbook or the Administrative Procedures Manual.

1. Address "up or out" situation for instructors who must go up for promotion to Senior Instructor after three years. This created a problem because of language in 1565 D-1 b (last sentence limits instructors in department to 15%) and FSH 3560 – D-1 wherein an instructor must go up for promotion.
2. Moved promotion/review language from 1565 Ranks & Responsibilities to 3560 Promotion.
3. Address the need for a periodic review by tenure-track faculty of instructors, senior instructors, clinical faculty, and lecturers (who qualify for voting privileges).
4. If instructor or clinical choose not to go up for promotion at the end of their third year, a review by tenure-track faculty in unit is required.
5. Moved requirement for External Peer Reviews from E-2 b to new section E-3. If this paragraph remained in E-2, it would require external reviews for all instructors/clinical. This would be onerous for all units to comply with; if a unit desires external reviews of their clinical faculty, they may address in their unit by-laws.

II. **Fiscal Impact:** What fiscal impact, if any, will this addition, revision, or deletion have? None

III. **Related Policies/Procedures:** Describe other policies or procedures existing that are related or similar to this proposed change. 1565, 1590, 3320, 3560, 3570

IV. **Effective Date:** This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.

If not a minor amendment forward to: ____FAC approved 3/10/14_____

Policy Coordinator Appr. & Date: _____ *[Office Use Only]*	*FSH* Appr. _____ FC _FS-14-039____ GFM _____ Pres./Prov. _____ *[Office Use Only]*	Track # ___UP-14-042 __ Date Rec.: ___3/10/14___ Posted: t-sheet _____ h/c _____ web_____ Register: _____ *(Office Use Only)*
APM *F&A Appr.:* _____ *[Office Use Only]*		

UI FACULTY-STAFF HANDBOOK
CHAPTER THREE:
EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF
July ~~2012~~2014

3560
FACULTY PROMOTIONS

PREAMBLE: This section discusses promotion in rank and the procedures by which a faculty member is evaluated, at the department, college, and university level, for a possible promotion. In particular the charge of the University Level Promotions Committee is given (subsection G). This section was an original part of the 1979 Handbook *and has been revised in very minor ways several times since. In July 1994 it was more substantively revised: subsections A and B were largely rewritten to emphasize the faculty's responsibility for promotion, G-2 (add a "presumption in favor" of the candidate under certain conditions at the university level) and the last sentence of H (providing feedback to the candidate) added. Again in July 1998 there were substantial revisions to E-2 (making formal the requirement and procedures for an external review), and E-5 and F-5 (providing a feedback loop between candidate and subsequent evaluators). In July 2000 section B was revised to make clear that eligibility for promotion in rank necessitated a history of position descriptions that required activities consistent with the criteria for that rank. In July 2002 section D was edited to clarify promotion schedules at each rank. In July 2007 the form underwent substantial revisions to address enforcement and accountability issues in the UI promotion and tenure process as well as align the form with the Strategic Action Plan. In January 2008 the section underwent some minor editing and revising to bring it into greater conformity with other sections of the* Handbook. *In January 2010 this section was again revised to reflect changes in the faculty position description and evaluation forms intended to simplify the forms while better integrating faculty interdisciplinary activities into the evaluation process. In July 2012 the university promotions committee makeup was revised to reflect current practice and align membership to college reorganizations. Except where otherwise noted, the text is as of July 1996. Further information may be obtained from the Provost's Office (208-885-6448).* [rev. 7-00, 7-02, 7-07, 1-08, 1-10, 7-12]

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C. Responsibility
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H. Report of Recommendations Forwarded
I. Appeal
J. Annual Timetable for Promotion Consideration

A. GENERAL. Promotion to a rank requires the faculty member to meet the requirements for that rank. Responsibility for the effective functioning of promotion procedures rests with faculty and administrators. Decisions are based on thorough and uniform evaluation of the faculty member's performance in relation to the expectations as listed in his/her position description. ~~[FSH 1565 C]~~ Performance of university administrative duties as a unit administrator is not a consideration in promotion. *[ed. 1-08, rev. 1-10]*

Commented [at1]: FSH 1565 C – Ranks & responsibilities, reference does not make sense, delete.

B. BASES OF EVALUATION. Promotion in rank is granted only when there is reasonable assurance, based on performance, that the faculty member will continue to meet the standards for promotion. The faculty member's position description [see FSH 3050], covering the period since appointment to his or her

current rank, provides a frame of reference for the unit expectations for satisfactory performance. When the appointment occurs after January 1, the following fiscal year is the first year of the promotion consideration period. In order to form a basis for promotion in rank, the position descriptions must require activity consistent with the criteria for that rank as stated in FSH 1565. The faculty member's professional portfolio (FSH 3570) and other documents are judged in the context of unit and college by-laws as well as the documents listed in E-2 a and ~~b~~ E-3 below ~~[see FSH 1565 C].~~ *[rev. 7-00, 1-10, ed. 1-08]*

Commented [at2]: Again this reference does not fit

C. RESPONSIBILITY. The responsibility for submitting recommendations in accordance with the prescribed schedule [see D] falls on the unit administrator or on the dean of the college if the college is not departmentalized. Small units may be joined with others for this purpose. The intent is to secure an adequate body of recommendations from those concerned and qualified to participate in the evaluation. The procedure involves successive considerations of the candidate, beginning with the faculty member's colleagues at the unit level, and proceeding through the college level to the university level. Interdisciplinary and center administrators are to be included as appropriate. *[rev. 1-08, ed. 1-10]*

D. SCHEDULE. Consideration of each faculty member for promotion is required according to the following schedule:

D-1. Instructors. Each unit will develop criteria for promotion and review of its instructors. Instructors ~~are~~ may be considered for promotion to senior instructor before the end of the third ~~(in exceptional cases, the fourth)~~ year of full-time service in this rank. Instructors who do not seek promotion shall be reviewed at the end of their third year (FSH 3570) and at a minimum of every five years thereafter as determined by the unit's by-laws. The committee for third-year review, periodic review and promotion, defined by the unit's bylaws, shall include tenure-track faculty within the unit.

Commented [TA(3]: Moved from 1565 D-1 c

Part-time service is not considered in determining the time for ~~mandatory~~ consideration for promotion. Periods of full-time service need not be consecutive; however, if there is an interruption of more than three years' duration in an instructor's full-time service, the instructor and the unit administrator may agree on an adjustment in the amount of full-time service that must be completed before consideration must be given to the instructor's promotion, such adjustment being subject to approval by the provost. ~~If an instructor who is serving full-time with primary responsibilities in teaching is not promoted by the end of the year in which consideration for promotion is mandatory, the following year will be his or her terminal year.~~

Note: The rank of senior instructor, ~~provisions of this paragraph do not apply to the rank of senior instructor, which is,~~ except in very rare instances, is a terminal rank that does not lead to promotion to the professorial ranks. [See 1565 D-1 b]. *[ed. 7-00, 7-04, 1-10]*

D-~~2~~4. Clinical Faculty. Clinical faculty members are eligible for promotion after completion of time in rank comparable to that for tenure-track faculty, and upon evaluation by departmental, college and university promotion committees. Clinical faculty shall be reviewed during their third year (see FSH 3570). Each unit will develop criteria for promotion and review of its clinical faculty. The promotion process will be consistent with that followed by the unit, college and university for tenure-track faculty (see FSH 3560).

Commented [TA(4]: Moved from 1565 D-9 c.

Clinical faculty will be reviewed at least once~~a minimum of~~ every five years thereafter as determined by the unit's by-laws. The committee for third-year review, periodic review and promotion, as defined by the unit's bylaws, shall include tenure-track faculty from the unit.

D-~~2~~3. Assistant Professors. Assistant professors are considered for promotion before the end of their sixth year in that rank. When an assistant professor has been considered for promotion and not promoted, he or she will be considered again no less frequently than at five-year intervals. The review may be delayed upon the request of the assistant professor and the concurrence of the unit administrator and the dean. Assistant professors who have served eight years in that rank shall be considered for promotion following the process established in this policy. *[ed. 7-97, 7-02, 1-10]*

D-~~3~~4. Associate Professors. Associate professors are considered for promotion before the end of their seventh year in that rank. If review for promotion to full professor is scheduled during the fifth, sixth or seventh full year after the award of tenure then the promotion review may, if it meets substantially similar criteria and goals of the post tenure review, take the place of the periodic performance review required by the board of regents. (RGP IIG 6g) When an associate professor has been considered for promotion and not promoted, he or she should be considered again within five years. The review may be delayed upon the request of the associate professor and the concurrence of the unit administrator and the dean. *[ed. 7-02, 1-10]*

D-5.~~D-4~~. Early Consideration for Promotion. In addition to those whose consideration is mandated by this schedule, a faculty member may be considered for promotion at an earlier time if nominated for consideration by a faculty member of the recommending unit whose rank is higher than that of the nominee. It is suggested that the faculty member proposing to make the nomination confer with the administrator concerned on the merits of giving early consideration to the nominee. If it is determined that the nomination is to be made, the evaluation process is initiated by the recommending faculty member using a copy of the form that appears at the end of this section. The remainder of the evaluation process is the same for these additional candidates as it is for those regularly scheduled for consideration. A faculty member may request consideration of himself or herself for promotion but such a request does not require that the evaluation and recommendation process be carried out. *[ed. 7-97, 1-10, rev. 1-08]*

~~D-5~~D-6. Credit for Prior Experience. In cases involving prior equivalent experience, promotion may be considered following less than the usual period of service. In particular, a new faculty member with comparable experience (see FSH 3050 B) from other institutions in relation to the expectations set forth in his/her position description may be granted credit by the provost for such experience up to a maximum of four years. *[rev. 1-10]*

E. EVALUATION AND RECOMMENDATION AT THE UNIT LEVEL.
[ed. 7-97, 1-10]

E-1. Unit Criteria. The faculty of each ~~unit~~ department or equivalent unit establishes, as appropriate for the unit, specific criteria that are consistent with criteria in FSH 1565 C for promotion in rank. The criteria shall include a statement regarding the role of interdisciplinary activity. Unit criteria are subject to review by the college standing committee on tenure and promotion

for consistency with the college criteria. Such criteria may be revised at any time by a majority vote of the unit faculty, but they must be reviewed for possible changes at intervals not to exceed five years (see FSH 1590). Revisions may not be retroactive but, for promotion evaluation purposes, are considered proportionately in conjunction with criteria that were previously in force. *[rev. 1-08, 1-10]*

E-2. Formal Promotion Review.

a. The formal evaluation for promotion requires assessing the faculty member's performance in meeting the criteria for promotion. To initiate the formal promotion evaluation, the unit administrator (or college dean if the unit administrator is under consideration for promotion) obtains the position descriptions for the relevant period (maintained in the unit office), annual performance evaluations, and the third year review (FSH 3520 G-4) if conducted while in the current rank, including all narratives, the professional portfolio (from the faculty member)(see FSH 3570), summary scores of the student evaluations of all classes taught (from Institutional Research and Assessment), and the curriculum vitae, and reviews the latter for completeness and accuracy with the faculty member. *[ren. & rev. 1-08, rev. 1-10]*

~~**b.**~~ ~~**e**~~**b.** Copies of documents referred to in E-2 a., and copies of the unit, college, and university criteria for promotion are made available to each person participating in the review at the unit and higher levels. Supplementary material, if any, shall be available for review in the unit office. [See FSH 3380 D.] The results of the student evaluations of teaching must be carefully weighed and used as a factor in assessing the teaching component in promotion decisions. *[rev. 7-98, 1-10, 7-10, ren. 1-08]*

Commented [TA(5]: Moved to E-3 below.

~~**d.**~~**c.** All review ~~A promotion~~ committees shall be formed consistent with unit by-laws and must include tenure-track faculty. If the unit's by-laws do not address review committee makeup, ~~one is not specified,~~ the structure of the tenure committee as described in FSH 3520 G-5 d. shall be used. *[add. 1-10]*

~~**e**~~**d.** Members of the faculty of the candidate's unit (or group of small units joined together for this purpose) whose ranks are higher than that of the candidate are afforded an opportunity to submit their opinions and recommendations on the candidate's promotion on the lower portion of the front page of the prescribed form. The unit administrator making the recommendation will solicit, and address in his/her summary, the evaluative comments regarding the candidate from all faculty members (within the candidate's unit) of a higher rank than the candidate, from interdisciplinary program directors and/or center administrators (if applicable). Any person having a familial or other similar significant relationship with the candidate is not permitted to serve in any capacity in the review process. Each unit is responsible for developing procedures in its bylaws that meet the requirements of this subsection (unit bylaws are subject to review and approval by the provost, see FSH 1590). A copy of the form to be used in transmitting the recommendations made at each stage of evaluation for promotion appears as the last two pages of this section. [See FSH 3380 D.] *[rev. & ren. 1-08, 1-10]*

~~**f.**~~**e** The unit administrator completes the first section on the back of the recommendation form. In arriving at a conclusion, the administrator carefully considers the following (particularly as they relate to the factors listed in B): the information obtained from the curriculum vitae,

the position descriptions (including all narratives), the conference with the candidate, the recommendations solicited from the candidate's colleagues, the external reviewers, interdisciplinary administrators and/or center administrators (if applicable) and the results of annual student evaluations of teaching (in the cases of teaching members of the faculty). *[ren. 1-08, rev. & ren. 1-10]*

E-3. External Review: In addition to E-2 above, tenure track faculty will require an external review. The unit administrator will request an evaluation of the candidate's performance from three to five appropriate external reviewers, who should include faculty at peer institutions. Persons asked to write peer reviews should be at, or above, the rank the candidate is seeking. The names of at least two of these reviewers will be selected from a list suggested by the candidate. (Also see External Peer Review Guidelines on the Provost website at http://www.uidaho.edu/provost/policyguidelines/tenure.) Final selection of external reviewers should take place at the unit level, in accordance with college policy. The letter of request will include the candidate's curriculum vitae, position descriptions for the relevant period (including all narratives), the professional portfolio, and up to four examples of the candidate's scholarly and creative work. In addition, the letter of request shall include instructions that the candidate be evaluated in relation to the candidate's personal context statement and unit and college criteria. When all deliberations within the university are completed, the external reviewers' evaluations will be shown to the faculty member after every effort has been made to ensure the reviewers' anonymity. *[ren. 1-08, rev. 1-10]*

Commented [TA6]: This was "b" in E-2 above, logistics to require this of all clinical/instructors is difficult, at best if not impossible for some. If a unit wishes their clinical/instructors to have an outside reviewer(s) they can include in their by-laws. Would be difficult for all units with clinical/instructors to find reviewers at or above the rank the candidate is seeking promotion.

E-~~3~~4. Forwarding Materials.

a. Before forwarding the materials to the college, the unit administrator shall forward the following to the candidate:

- written findings of the unit and/or committee's recommendation and vote*[rev. 7-10]*
- his or her written recommendation which shall include strengths as well as weaknesses as perceived at the unit level. *[rev. 7-10]*

The candidate has one week from receipt of the above to provide written clarification if he or she believes his or her record or the unit criteria for promotion have been misinterpreted. Any such clarification is forwarded with the rest of the candidate's materials to the college.

b. The unit administrator then forwards the following items to the dean:

- his or her completed copy of the recommendation form for each person considered
- the forms submitted by individual faculty members, including responses from external reviewers, interdisciplinary administrators and/or center administrators (if applicable)
- a summary of votes and any comments
- Any clarification received from the candidate as noted in "a" above. *[rev. 7-98, 1-10, ren. 1-08]*

E-~~4~~5. The names of the members of the unit committee are made public after the committee's recommendations have been forwarded.

E-~~5~~6. Unit Administrator Under Review for Promotion. If a unit administrator is under consideration for promotion, the forms completed by the faculty members concerned, are forwarded directly to the dean and the dean is responsible for making the summary.(See FSH 3320 C-2)*[ren. 1-08]*

F. REVIEW OF RECOMMENDATIONS AT THE COLLEGE LEVEL.

F-1. College Standing Committee. In each college there is a standing committee on tenure and promotion. The members serve for terms of not less than three years on a staggered basis. The membership of the committee and the method of selection are prescribed in the bylaws of the college. *[rev. 1-08]*

F-2. College Criteria. Each college shall have bylaws, adopted by the college faculty, specifying criteria consistent with FSH 1565 C for granting promotion to specific ranks in that college. The criteria shall include a statement regarding the role ascribed to interdisciplinary activity. College criteria must be compatible with the university-wide criteria as specified in FSH 1565 and section A above and are subject to approval by the provost. The dean or the faculty (by petition of 20 percent or more of the faculty members of the college) may initiate consideration for revision of the criteria at any time. *[rev. 1-08, 1-10]*

F-3. College Standing Committee Recommendations. The college standing committee makes recommendations to the dean and provost on promotion of individual faculty members.

F-4. Dean's Recommendations. The dean considers the recommendations made by the college's committee on promotion and makes a written recommendation. It is advisable that the dean confer collectively with the unit administrators about the merits of the faculty members whom they are recommending for promotion. Before forwarding the materials to the provost, the findings of the college committee(s) and the dean are relayed in writing to the candidate indicating strengths as well as weaknesses as perceived at the college level. The candidate has one week from receipt of the findings to provide written clarification if he or she believes his or her record or the college criteria for promotion have been misinterpreted. Any such clarification is forwarded with the candidate's materials to the provost. *[rev. 7-98, 1-08, 7-10, ren. & rev. 1-10]*

F-5. The names of the members of the college committee are made public after the committee's recommendations have been forwarded. *[ren. 1-10]*

G. REPORT OF RECOMMENDATIONS FORWARDED. When an administrator forwards a recommendation to the next higher level, he or she simultaneously reports, in writing, the recommendation to the candidate concerned and to those who have submitted recommendations on that candidate. If the recommendation is negative, then reasons for the negative recommendation are transmitted in writing to the candidate. *[ed. 7-97, ren. 1-08, rev. 1-10]*

H. REVIEW OF RECOMMENDATIONS AT THE UNIVERSITY LEVEL BY THE PROMOTIONS REVIEW COMMITTEE. *[ren. 1-08]*

H-1. All individual recommendations, together with the summary recommendations of the unit administrator, the recommendations of the college committee and those of the dean, including all narratives, are forwarded for review by the provost. Any individually signed recommendations are placed in the faculty member's personnel file. *[rev. 1-08, 1-10]*

H-2. A University Promotions Committee of faculty members, chaired by the provost, is named each year. The committee reviews each promotion recommendation with specific reference to university guidelines and to the criteria established by the unit and college of the faculty member concerned

and reflected in the faculty member's position descriptions for the relevant period. This review involves full consideration of the material that was used in making the recommendations at the unit and college levels. *[ed. 7-10]*

a. One-third of the committee's membership is randomly selected by the provost from the previous year's committee; the remaining members are selected by the provost and the chair and vice chair of the Faculty Senate from nominations submitted by the senate. The random selection of carryover members is done one week before the senate makes its nominations. The delegation representing the College of Letters, Arts and Social Sciences on Faculty Senate nominates six faculty members who should be representative of the breadth of the disciplines within the college. The delegation representing the College of Agricultural & Life Sciences on Faculty Senate nominates four faculty members from the college--two each from (a) faculty with greater than 50% teaching and research appointments and (b) faculty with greater than 50% University of Idaho Extension appointments. The delegations from each of the other colleges and the Faculty-at-Large each nominate two faculty members from their constituencies.

b. Membership of the committee, including carryover members, consists of the provost (chair), three representatives from the College of Letters, Arts and Social Sciences, two representatives from the College of Agricultural & Life Sciences, one representative from each of the other colleges, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs. The provost, the vice president for research, the dean of the college of graduate studies, and the vice provost for academic affairs shall be *ex-officio* members without vote. Applications of faculty members being considered for promotion from the University Library, Law Library, Counseling and Testing Center, and the University of Idaho Extension will be represented by the University Promotions Committee's representative whose own position most closely matches that of the applicant. The names of the members of the University Promotions Committee will be made public as soon as the committee's recommendations have been forwarded. The chair will conduct voting on candidates by closed ballots. *[rev. 7-97,1-10, ed. and ren. 1-08, ed. 7-09]*

H-3. A presumption in favor of promotion shall exist for each candidate who comes to the University Promotions Committee with a favorable recommendation from all of the committees that have considered the matter at the unit and college level, from the unit chair and dean directly involved, and from a majority of the faculty members who submitted a recommendation pursuant to section E-2.d. above. Upon showing that the lower level recommendations were made without due regard for the university criteria for the rank sought pursuant to section 1565, Faculty Ranks and Responsibilities, the presumption shall be overcome, and in such case the University Promotions Committee shall state in writing the reasons for the decision. *[ed. 7-98, ren. 1-08, rev. 1-10]*

I. APPEAL. If the President's decision is against promotion-, the faculty member has the right of appeal. [See 3840.]

J. ANNUAL TIMETABLE FOR PROMOTION CONSIDERATIONS. The process of promotion considerations is carried out annually. The unit level evaluation for promotion begins summer/early fall and shall follow the timetable provided by the provost and published on the provost's website. *[ed. 7-99, rev. 1-10]*

UNIVERSITY OF IDAHO

SUBJECT

Changes in Constitution of the University Faculty.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.B.2 Delegation of Authority
Idaho State Board of Education Governing Policies & Procedures, Section III.B. Academic Freedom
Idaho State Board of Education Governing Policies & Procedures, Section III.C. Institutional Governance

BACKGROUND/DISCUSSION

Board/Regents policy III.C.2 states that "[t]he faculty of each institution will establish written bylaws, a constitution, and necessary procedures, subject to the approval by the Chief Executive Officer and the Board, for making recommendations to the Chief Executive Officer as a part of the decision-making process of the institution."

The Constitution of the University Faculty is set out in Faculty Staff Handbook (FSH) Section 1520. The university faculty proposes to change FSH 1520 Article IV – RESPONSIBILITIES OF THE UNIVERSITY FACULTY to affirm academic freedom in the pretext to faculty responsibilities listed in the Constitution of the University Faculty. As revised the pretext reads: The proposed new language reads "

> **ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY.** Faculty are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and university programs and policies. Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

Attachment 1 sets out a copy of the faculty senate materials for the proposed change. In accordance with University of Idaho policies, the constitution change proposals first went to the Faculty Senate for review and approval and then were presented to the full faculty. Approval of the full faculty occurred in conjunction with the April 29, 2014, General Faculty Meeting. These policy changes were then presented to the president of the university who has until June 27, 2014 to indicate approval in writing or the proposed change will be deemed disapproved. If approved the changes must then be submitted for approval by the Board.

In a companion action the faculty also adopted revisions to university policy in FSH 3160 - ACADEMIC FREEDOM, RIGHTS AND RESPONSIBILITY, adding a reference to faculty governance and inserting nearly identical language into this section; revised to read as follows:

> **A. POLICY.** The Board of Regents has affirmed its beliefs that academic freedom is essential for the protection of the rights of faculty members in teaching and of students in learning; that freedom in research, and teaching, and faculty governance is fundamental to the advancement of truth; that, therefore, academic freedom should not be abridged or abused; and that academic freedom carries with it responsibilities correlative with rights. (State Board of Education, Governing Policies and Procedures, IIIB.)
>
> **B. ~~RESEARCH AND TEACHING~~ RIGHTS AND RESPONSIBILITIES.**
>
> **B-1. Research.** Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other duties, but research and consulting (see FSH 3260) for pecuniary return should be based on and consistent with the established written policies of the institution.
>
> **B-2. Teaching.** Teachers are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter that is unrelated to their subjects. *[ed. 7-97]*
>
> **B-3. Faculty Governance.** Teachers are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and university programs and policies (see FSH 1520 Article IV, Section 8).

Attachment 2 sets out a copy of the faculty senate materials for this proposed change. In accordance with University of Idaho policies, this policy change proposal first went to the Faculty Senate for review and approval and then was presented to the full faculty. Approval of the full faculty occurred in conjunction with the April 29, 2014, General Faculty Meeting. this policy change was then presented to the president of the university who has until June 27, 2014 to indicate approval in writing or the proposed change will be deemed disapproved. This policy change does not require approval by the Board.

IMPACT

The proposed changes have been reviewed by University counsel who has expressed the following concerns:

1. The proposed changes removes any conduct in the nature of speech or writing regarding faculty governance, university programs and policies from any university discipline.
2. The changes remove the ability for the university to discipline for speech that slanders or defames or that is otherwise wrongful and which could subject the University and the Board to potential civil liability.

3. The changes remove the ability for the university to discipline for speech that is disruptive or insubordinate.
4. Board Policy II.B.2 delegates "all authority for personnel management not specifically retained… to the chief executive officers consistent with the personnel policies and procedures adopted by the Board." Thus the proposed language limiting the university president's ability to discipline faculty in inconsistent with the plenary grant of authority found in Board Policy II.B.2.
5. Board Policy III.B (Academic Freedom and Responsibility) sets out the Boards policy statement on academic freedom and responsibility. This policy is consistent with the Statement on Academic Freedom (19401) of the American Association of University Professors (AAUP). Neither the Board policy nor the AAU statement address faculty governance as an element of academic freedom. The proposed revised FSH 3160 specifically references Board Policy III.B incorrectly implying that the Board policy recognizes faculty governance as an element of academic freedom, when such is not the case.

University administration offered compromise language to recognize the importance of faculty governance and the need for faculty to feel free to communicate openly on matters related to faculty governance. This language would change the faculty constitution FSH 1520 Article IV to read:

> FSH 1520 A**RTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY.** Subject to the authority of the president and the general supervision and ultimate authority of the regents, faculty are entitled to speak or write freely on matters pertaining to faculty governance and development of educational programs and policies. t~~T~~he university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

This proposal was rejected in committee and not presented to the faculty senate or the general faculty.

ATTACHMENTS

Attachment 1 – Proposed Revisions to FSH 1520 (Faculty Constitution) Page 5
Attachment 2 – Proposed Revisions to FSH 3160 (Academic Freedom) Page 8
Attachment 3 – AAUP Statement on Academic Freedom (1940) Page 10

BOARD ACTION

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

University of Idaho

POLICY COVER SHEET

(See *Faculty Staff Handbook* 1460 for instructions at UI policy website: www.webs.uidaho.edu/uipolicy)

[3/09]

Faculty/Staff Handbook [FSH] ☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency *Minor Amendment* ☐

Chapter & Title: FSH 1520 – University Constitution

All policies must be reviewed, approved and returned by a policy sponsor, with a cover sheet attached to apm@uidaho.edu or fsh@uidaho.edu respectively.

*Note: If revision/deletion request original document from apm@uidaho.edu or fsh@uidaho.edu, all changes must be made using "track changes."

Originator(s): **Faculty Affairs, Paul McDaniel March 10, 2014**
(Please see FSH 1460 C) Name Date
Telephone & Email:

Policy Sponsor: (If different than originator.) Faculty Senate
Name Date
Telephone & Email: \

Reviewed by General Counsel _X__Yes ___No Name & Date: _Nelson 4/15/14____

I. **Policy/Procedure Statement:** Briefly explain the purpose/reason of proposed addition, revision, and/or deletion to the Faculty/Staff Handbook or the Administrative Procedures Manual.

Proposed language affirms academic freedom in the pretext to faculty responsibilities listed in the University Constitution.

II. **Fiscal Impact:** What fiscal impact, if any, will this addition, revision, or deletion have? None.

III. **Related Policies/Procedures:** Describe other policies or procedures existing that are related or similar to this proposed change.

IV. **Effective Date:** This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.

If not a minor amendment forward to: _____

Policy Coordinator
Appr. & Date:
_____
[Office Use Only]

APM
F&A Appr.: _____
[Office Use Only]

FSH
Appr. _____
FC _____
GFM _____
Pres./Prov. _____
[Office Use Only]

Track # _____
Date Rec.: _____
Posted: t-sheet _____
h/c _____
web_____
Register: _____
(Office Use Only)

FS-14-045

FSH 1520

ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY. Faculty are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and university programs and policies. Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

Section 1. Standards for Admission. The university faculty establishes minimum standards for admission to the university. Supplementary standards for admission to individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty.

Section 2. Academic Standards. The university faculty establishes minimum academic standards to be maintained by all students in the university. Supplementary academic standards to be maintained by students in individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty. [See I-4-D.]

Section 3. Courses, Curricula, Graduation Requirements, and Degrees. Courses of instruction, curricula, and degrees to be offered in, and the requirements for graduation from, the individual colleges or other units of the university, as recommended by the appropriate constituent faculties, are subject to approval by the university faculty. [See I-4-D.]

Section 4. Scholarships, Honors, Awards, and Financial Aid. The university faculty recommends general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid are accepted and allocated. The university faculty may review the standards recommended by the individual constituent faculties for the acceptance and allocation of such privileges at the college or departmental levels.

Section 5. Conduct of Students. The faculty's responsibility for approving student disciplinary regulations and the rights guaranteed to students during disciplinary hearings and proceedings are as provided in the "Statement of Student Rights," the "Student Code of Conduct," and the "Student Judicial System." [See 2200, 2300, and 2400.]

Section 6. Student Participation. The university faculty provides an opportunity for students of the university to be heard in all matters pertaining to their welfare as students. To this end, the students are entrusted with their own student government organization and are represented on the Faculty Senate. If students so desire, they are represented on faculty committees that deal with matters affecting them. *[ed. 7-09]*

Section 7. Selection of Officers. The university faculty assists the regents in

the selection of the president and assists the president in the selection of the provost, vice presidents and other administrative officers of the university.

Section 8. Governance of Colleges and Subdivisions. The university faculty promulgates general standards to guarantee the right of faculty members to participate in the meetings of the appropriate constituent faculties and in the governance of their colleges, schools, intracollege divisions, departments, and other units of the university. [See 1540 A.] *[ed. 7-06, 7-09]*

Section 9. Faculty Welfare. The university faculty recommends general policies and procedures concerning the welfare of faculty members, including, but not limited to, appointment, reappointment, nonreappointment, academic freedom, tenure, working conditions, promotions, salaries, leaves, fringe benefits, periodic evaluations, performance reviews, reassignment, layoff, and dismissal or termination.

Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.] *[ed. 7-05]*

Section 11. Committee Structure. The university faculty, through the medium of its Faculty Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640] *[ed. 7-97, 7-09]*

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

Section 13. Bylaws of the Faculty Senate. The bylaws under which the Faculty Senate discharges its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.] *[ed. 7-09]*

University of Idaho

POLICY COVER SHEET

(See *Faculty Staff Handbook* 1460 for instructions at UI policy website: www.webs.uidaho.edu/uipolicy)

[3/09]

Faculty/Staff Handbook [FSH] ☐ Addition ☐ Revision* ☐ Deletion* ☐ Emergency
Minor Amendment ☐ **Chapter & Title: Academic Freedom, Rights & Responsibility – FSH 3160**

Originator(s): **Faculty Affairs, Paul McDaniel March 10, 2014**
(Please see FSH 1460 C) Name Date
Telephone & Email:

Policy Sponsor: (If different than originator.) Faculty Senate
Name Date
Telephone & Email: \

Reviewed by General Counsel **X**___Yes __No Name & Date: Kent Nelson 4/15/14_

I. **Policy/Procedure Statement:** Briefly explain the purpose/reason of proposed addition, revision, and/or deletion to the Faculty/Staff Handbook or the Administrative Procedures Manual.

Proposed language explicitly includes faculty governance under academic freedom.

II. **Fiscal Impact:** What fiscal impact, if any, will this addition, revision, or deletion have? None.

III. **Related Policies/Procedures:** Describe other policies or procedures existing that are related or similar to this proposed change.

IV. **Effective Date:** This policy shall be effective on July 1, or January 1, whichever arrives first after final approval (see FSH 1460 D) unless otherwise specified in the policy.

If not a minor amendment forward to: _____

Policy Coordinator
Appr. & Date:
_____
[Office Use Only]

APM
F&A Appr.: _____
[Office Use Only]

FSH
Appr. _____
FC _____
GFM _____
Pres./Prov. _____
[Office Use Only]

Track # _____
Date Rec.: _____
Posted: t-sheet _____
h/c _____
web_____
Register: _____
(Office Use Only)

UI FACULTY-STAFF HANDBOOK
CHAPTER THREE:
EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF ~~2006 (editorial)~~July 2014

3160
ACADEMIC FREEDOM, RIGHTS AND RESPONSIBILITY

PREAMBLE: This section serves as an introduction to the rights and responsibilities of both faculty and staff employees. The following declarations embody the essential elements of both the Board of Regents' policy regarding rights and responsibilities and the 1940 statement of the American Association of University Professors. (As used in this section "teacher" is understood to include all UI professional employees who are engaged in teaching, research, or service activities.) [NOTE: See 4700 C for proscribed subjects of instruction. For additional statements pertaining to the responsibilities of faculty members, see 3120 B, 3240, 3260, 4310, 4700, 5100, 5200, 5300, 5400.] This section appeared in the 1979 Handbook. *Section B-3a/b was added in June 1989 and B-3-c in July 1996 (reflecting the Board of Education's* Policies and Procedures III-B-3*). For further information, contact the Office of the Faculty Secretary (208-885-6151).* [ed. 7-97, 7-00]

A. POLICY. The Board of Regents has affirmed its beliefs that academic freedom is essential for the protection of the rights of faculty members in teaching and of students in learning; that freedom in research, ~~and~~ teaching, and faculty governance is fundamental to the advancement of truth; that, therefore, academic freedom should not be abridged or abused; and that academic freedom carries with it responsibilities correlative with rights. (State Board of Education, Governing Policies and Procedures, IIIB.)

B. ~~RESEARCH AND TEACHING~~ RIGHTS AND RESPONSIBILITIES.

B-1. Research. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other duties, but research and consulting (see FSH 3260) for pecuniary return should be based on and consistent with the established written policies of the institution.

B-2. Teaching. Teachers are entitled to freedom in the classroom in discussing their subjects, but they should be careful not to introduce into their teaching controversial matter that is unrelated to their subjects. *[ed. 7-97]*

B-3. Faculty Governance. Teachers are entitled to speak or write freely without institutional discipline or restraint on matters pertaining to faculty governance and university programs and policies (see FSH 1520 Article IV, Section 8).

B-~~3~~4. Responsibilities.

a. Membership in the academic community imposes on teachers, administrators, other institutional employees, and students an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and freedom of expression on and off campus of the institution.
b. Teachers are citizens, members of learned professions, and representatives of their institutions. When they speak or write as citizens, they should be free from institutional censorship or discipline. However, as members of the academic community and as representatives of their institutions, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they do not officially speak for the institution.
c. Faculty members must refrain from using institutional resources for the furtherance of their interests or activities which are not a part of their assigned responsibilities to the institution.

AAUP Policy Tenth Ed.2 10/26/06 12:49 PM Page 3

1940 Statement of Principles on Academic Freedom and Tenure

with 1970 Interpretive Comments

In 1940, following a series of joint conferences begun in 1934, representatives of the American Association of University Professors and of the Association of American Colleges (now the Association of American Colleges and Universities) agreed upon a restatement of principles set forth in the 1925 Conference Statement on Academic Freedom and Tenure. *This restatement is known to the profession as the 1940* Statement of Principles on Academic Freedom and Tenure.

The 1940 Statement *is printed below, followed by Interpretive Comments as developed by representatives of the American Association of University Professors and the Association of American Colleges in 1969. The governing bodies of the two associations, meeting respectively in November 1989 and January 1990, adopted several changes in language in order to remove gender-specific references from the original text.*

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to ensure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole.[1] The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.**[1]**[2]

Tenure is a means to certain ends; specifically: (1) freedom of teaching and research and of extramural activities, and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

1. Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject.**[2]** Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.**[3]**
3. College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence they

1. The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.
2. Boldface numbers in brackets refer to Interpretive Comments that follow.

should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.[**4**]

Academic Tenure

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

1. The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.
2. Beginning with appointment to the rank of full-time instructor or a higher rank,[**5**] the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution, it may be agreed in writing that the new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years.[**6**] Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.[**7**]
3. During the probationary period a teacher should have the academic freedom that all other members of the faculty have.[**8**]
4. Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges and should have the opportunity to be heard in his or her own defense by all bodies that pass judgment upon the case. The teacher should be permitted to be accompanied by an advisor of his or her own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from the teacher's own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.[**9**]
5. Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

1940 Interpretations

At the conference of representatives of the American Association of University Professors and of the Association of American Colleges on November 7–8, 1940, the following interpretations of the 1940 *Statement of Principles on Academic Freedom and Tenure* were agreed upon:

1. That its operation should not be retroactive.
2. That all tenure claims of teachers appointed prior to the endorsement should be determined in accordance with the principles set forth in the 1925 *Conference Statement on Academic Freedom and Tenure*.
3. If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph 3 of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph 4 of the section on Academic Tenure. In pressing such charges, the administration should remember that

teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

1970 Interpretive Comments

Following extensive discussions on the 1940 Statement of Principles on Academic Freedom and Tenure *with leading educational associations and with individual faculty members and administrators, a joint committee of the AAUP and the Association of American Colleges met during 1969 to reevaluate this key policy statement. On the basis of the comments received, and the discussions that ensued, the joint committee felt the preferable approach was to formulate interpretations of the* Statement *in terms of the experience gained in implementing and applying the* Statement *for over thirty years and of adapting it to current needs.*

The committee submitted to the two associations for their consideration the following "Interpretive Comments." These interpretations were adopted by the Council of the American Association of University Professors in April 1970 and endorsed by the Fifty-sixth Annual Meeting as Association policy.

In the thirty years since their promulgation, the principles of the 1940 *Statement of Principles on Academic Freedom and Tenure* have undergone a substantial amount of refinement. This has evolved through a variety of processes, including customary acceptance, understandings mutually arrived at between institutions and professors or their representatives, investigations and reports by the American Association of University Professors, and formulations of statements by that association either alone or in conjunction with the Association of American Colleges. These comments represent the attempt of the two associations, as the original sponsors of the 1940 *Statement,* to formulate the most important of these refinements. Their incorporation here as Interpretive Comments is based upon the premise that the 1940 *Statement* is not a static code but a fundamental document designed to set a framework of norms to guide adaptations to changing times and circumstances.

Also, there have been relevant developments in the law itself reflecting a growing insistence by the courts on due process within the academic community which parallels the essential concepts of the 1940 *Statement;* particularly relevant is the identification by the Supreme Court of academic freedom as a right protected by the First Amendment. As the Supreme Court said in *Keyishian v. Board of Regents,* 385 U.S. 589 (1967), "Our Nation is deeply committed to safeguarding academic freedom, which is of transcendent value to all of us and not merely to the teachers concerned. That freedom is therefore a special concern of the First Amendment, which does not tolerate laws that cast a pall of orthodoxy over the classroom."

The numbers refer to the designated portion of the 1940 *Statement* on which interpretive comment is made.

1. The Association of American Colleges and the American Association of University Professors have long recognized that membership in the academic profession carries with it special responsibilities. Both associations either separately or jointly have consistently affirmed these responsibilities in major policy statements, providing guidance to professors in their utterances as citizens, in the exercise of their responsibilities to the institution and to students, and in their conduct when resigning from their institution or when undertaking government-sponsored research. Of particular relevance is the *Statement on Professional Ethics,* adopted in 1966 as Association policy. (A revision, adopted in 1987, may be found in AAUP, *Policy Documents and Reports,* 10th ed. [Washington, D.C., 2006], 171–72.)
2. The intent of this statement is not to discourage what is "controversial." Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster. The passage serves to underscore the need for teachers to avoid persistently intruding material which has no relation to their subject.
3. Most church-related institutions no longer need or desire the departure from the principle of academic freedom implied in the 1940 *Statement,* and we do not now endorse such a departure.

4. This paragraph is the subject of an interpretation adopted by the sponsors of the 1940 *Statement* immediately following its endorsement which reads as follows:

   > If the administration of a college or university feels that a teacher has not observed the admonitions of paragraph 3 of the section on Academic Freedom and believes that the extramural utterances of the teacher have been such as to raise grave doubts concerning the teacher's fitness for his or her position, it may proceed to file charges under paragraph 4 of the section on Academic Tenure. In pressing such charges, the administration should remember that teachers are citizens and should be accorded the freedom of citizens. In such cases the administration must assume full responsibility, and the American Association of University Professors and the Association of American Colleges are free to make an investigation.

   Paragraph 3 of the section on Academic Freedom in the 1940 *Statement* should also be interpreted in keeping with the 1964 *Committee A Statement on Extramural Utterances*, which states inter alia: "The controlling principle is that a faculty member's expression of opinion as a citizen cannot constitute grounds for dismissal unless it clearly demonstrates the faculty member's unfitness for his or her position. Extramural utterances rarely bear upon the faculty member's fitness for the position. Moreover, a final decision should take into account the faculty member's entire record as a teacher and scholar."

   Paragraph 5 of the *Statement on Professional Ethics* also deals with the nature of the "special obligations" of the teacher. The paragraph reads as follows:

   > As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

   Both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty and teaching assistants, who exercise teaching responsibilities.

5. The concept of "rank of full-time instructor or a higher rank" is intended to include any person who teaches a full-time load regardless of the teacher's specific title.[3]

6. In calling for an agreement "in writing" on the amount of credit given for a faculty member's prior service at other institutions, the *Statement* furthers the general policy of full understanding by the professor of the terms and conditions of the appointment. It does not necessarily follow that a professor's tenure rights have been violated because of the absence of a written agreement on this matter. Nonetheless, especially because of the variation in permissible institutional practices, a written understanding concerning these matters at the time of appointment is particularly appropriate and advantageous to both the individual and the institution.[4]

7. The effect of this subparagraph is that a decision on tenure, favorable or unfavorable, must be made at least twelve months prior to the completion of the probationary period. If the decision is negative, the appointment for the following year becomes a terminal one. If the decision is affirmative, the provisions in the 1940 *Statement* with respect to the termination of service of teachers or investigators after the expiration of a probationary period should apply from the date when the favorable decision is made.

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3. For a discussion of this question, see the "Report of the Special Committee on Academic Personnel Ineligible for Tenure," *Policy Documents and Reports*, 9th ed. (Washington, D.C., 2001), 88–91.

4. For a more detailed statement on this question, see "On Crediting Prior Service Elsewhere as Part of the Probationary Period," *Policy Documents and Reports,* 10th ed. (Washington, D.C., 2006), 55–56.

The general principle of notice contained in this paragraph is developed with greater specificity in the *Standards for Notice of Nonreappointment,* endorsed by the Fiftieth Annual Meeting of the American Association of University Professors (1964). These standards are:

> Notice of nonreappointment, or of intention not to recommend reappointment to the governing board, should be given in writing in accordance with the following standards:
> 1. *Not later than March 1 of the first academic year of service,* if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.
> 2. *Not later than December 15 of the second academic year of service,* if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.
> 3. At least twelve months before the expiration of an appointment after two or more years in the institution.

Other obligations, both of institutions and of individuals, are described in the *Statement on Recruitment and Resignation of Faculty Members,* as endorsed by the Association of American Colleges and the American Association of University Professors in 1961.

8. The freedom of probationary teachers is enhanced by the establishment of a regular procedure for the periodic evaluation and assessment of the teacher's academic performance during probationary status. Provision should be made for regularized procedures for the consideration of complaints by probationary teachers that their academic freedom has been violated. One suggested procedure to serve these purposes is contained in the *Recommended Institutional Regulations on Academic Freedom and Tenure,* prepared by the American Association of University Professors.

9. A further specification of the academic due process to which the teacher is entitled under this paragraph is contained in the *Statement on Procedural Standards in Faculty Dismissal Proceedings,* jointly approved by the American Association of University Professors and the Association of American Colleges in 1958. This interpretive document deals with the issue of suspension, about which the 1940 *Statement* is silent.

   The 1958 *Statement* provides: "Suspension of the faculty member during the proceedings is justified only if immediate harm to the faculty member or others is threatened by the faculty member's continuance. Unless legal considerations forbid, any such suspension should be with pay." A suspension which is not followed by either reinstatement or the opportunity for a hearing is in effect a summary dismissal in violation of academic due process.

   The concept of "moral turpitude" identifies the exceptional case in which the professor may be denied a year's teaching or pay in whole or in part. The statement applies to that kind of behavior which goes beyond simply warranting discharge and is so utterly blameworthy as to make it inappropriate to require the offering of a year's teaching or pay. The standard is not that the moral sensibilities of persons in the particular community have been affronted. The standard is behavior that would evoke condemnation by the academic community generally.

Endorsers

Association of American Colleges and Universities 1941
American Association of University Professors 1941
American Library Association (adapted for librarians). 1946
Association of American Law Schools 1946
American Political Science Association 1947
American Association of Colleges for Teacher Education 1950
American Association for Higher Education 1950
Eastern Psychological Association 1950
Southern Society for Philosophy and Psychology 1953

American Psychological Association 1961
American Historical Association 1961
Modern Language Association of America 1962
American Economic Association 1962
American Agricultural Economics Association 1962
Midwest Sociological Society 1963
Organization of American Historians 1963
American Philological Association 1963
American Council of Learned Societies 1963
Speech Communication Association 1963
American Sociological Association 1963
Southern Historical Association 1963
American Studies Association 1963
Association of American Geographers 1963
Southern Economic Association 1963
Classical Association of the Middle West and South 1964
Southwestern Social Science Association 1964
Archaeological Institute of America 1964
Southern Management Association 1964
American Theatre Association 1964
South Central Modern Language Association 1964
Southwestern Philosophical Society 1964
Council of Independent Colleges 1965
Mathematical Association of America 1965
Arizona-Nevada Academy of Science 1965
American Risk and Insurance Association 1965
Academy of Management 1965
American Catholic Historical Association 1966
American Catholic Philosophical Association 1966
Association for Education in Journalism and Mass Communication 1966
Western History Association 1966
Mountain-Plains Philosophical Conference 1966
Society of American Archivists 1966
Southeastern Psychological Association 1966
Southern Speech Communication Association 1966
American Association for the Advancement of Slavic Studies 1967
American Mathematical Society 1967
College Theology Society 1967
Council on Social Work Education 1967
American Association of Colleges of Pharmacy 1967
American Academy of Religion 1967
Association for the Sociology of Religion 1967
American Society of Journalism School Administrators 1967
John Dewey Society 1967
South Atlantic Modern Language Association 1967
American Finance Association 1967
Association for Social Economics 1967
Phi Beta Kappa Society 1968
American Society of Christian Ethics 1968
American Association of Teachers of French 1968
Eastern Finance Association 1968
American Association for Chinese Studies 1968
American Society of Plant Physiologists 1968
University Film and Video Association 1968
American Dialect Society 1968

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American Speech-Language-Hearing Association 1968
Association of Social and Behavioral Scientists 1968
College English Association 1968
National College Physical Education Association for Men 1969
American Real Estate and Urban Economics Association 1969
History of Education Society 1969
Council for Philosophical Studies 1969
American Musicological Society 1969
American Association of Teachers of Spanish and Portuguese 1969
Texas Community College Teachers Association 1970
College Art Association of America 1970
Society of Professors of Education 1970
American Anthropological Association 1970
Association of Theological Schools 1970
Association of Schools of Journalism and Mass Communication 1971
American Business Law Association 1971
American Council for the Arts 1972
New York State Mathematics Association of Two-Year Colleges 1972
College Language Association 1973
Pennsylvania Historical Association 1973
Massachusetts Regional Community College Faculty Association 1973
American Philosophical Association[5] 1974
American Classical League 1974
American Comparative Literature Association 1974
Rocky Mountain Modern Language Association 1974
Society of Architectural Historians 1975
American Statistical Association 1975
American Folklore Society 1975
Association for Asian Studies 1975
Linguistic Society of America 1975
African Studies Association 1975
American Institute of Biological Sciences 1975
North American Conference on British Studies 1975
Sixteenth-Century Studies Conference 1975
Texas Association of College Teachers 1976
Society for Spanish and Portuguese Historical Studies 1976
Association for Jewish Studies 1976
Western Speech Communication Association 1976
Texas Association of Colleges for Teacher Education 1977
Metaphysical Society of America 1977
American Chemical Society 1977
Texas Library Association 1977
American Society for Legal History 1977
lowa Higher Education Association 1977
American Physical Therapy Association 1979
North Central Sociological Association 1980
Dante Society of America 1980
National Communication Association 1981
American Association of Physics Teachers 1982
Middle East Studies Association 1982

5. Endorsed by the association's Western Division in 1952, Eastern Division in 1953, and Pacific Division in 1962.

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National Education Association 1985
American Institute of Chemists 1985
American Association of Teachers of German 1985
American Association of Teachers of Italian 1985
American Association for Applied Linguistics 1986
American Association of Teachers of Slavic and East European Languages 1986
American Association for Cancer Education 1986
American Society of Church History 1986
Oral History Association 1987
Society for French Historical Studies 1987
History of Science Society 1987
American Association of Pharmaceutical Scientists 1988
American Association for Clinical Chemistry 1988
Council for Chemical Research 1988
Association for the Study of Higher Education 1988
Association for Psychological Science 1989
University and College Labor Education Association 1989
Society for Neuroscience 1989
Renaissance Society of America 1989
Society of Biblical Literature 1989
National Science Teachers Association 1989
Medieval Academy of America 1990
American Society of Agronomy 1990
Crop Science Society of America 1990
Soil Science Society of America 1990
International Society of Prostitologists 1990
Society for Ethnomusicology 1990
American Association of Physicists in Medicine 1990
Animal Behavior Society 1990
Illinois Community College Faculty Association 1990
American Society for Theatre Research 1990
National Council of Teachers of English 1991
Latin American Studies Association 1992
Society for Cinema and Media Studies 1992
American Society for Eighteenth-Century Studies 1992
Council of Colleges of Arts and Sciences 1992
American Society for Aesthetics 1992
Association for the Advancement of Baltic Studies 1994
American Council of Teachers of Russian 1994
Council of Teachers of Southeast Asian Languages 1994
American Association of Teachers of Arabic 1994
Association of Teachers of Japanese 1994
Academic Senate for California Community Colleges 1996
Council of Graduate Programs in Communication Sciences and Disorders 1996
Association for Women in Mathematics 1997
National Council for the Social Studies 1997
Philosophy of Time Society 1998
World Communication Association 1999
The Historical Society 1999
Association for Theatre in Higher Education 1999
National Association for Ethnic Studies 1999
Association of Ancient Historians 1999
American Culture Association 1999
American Conference for Irish Studies 1999
Society for Philosophy in the Contemporary World 1999
Eastern Communication Association 1999

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Association for Canadian Studies in the United States 1999
American Association for the History of Medicine 2000
Missouri Association of Faculty Senates 2000
Association for Symbolic Logic 2000
American Society of Criminology 2001
New England Historial Association 2001
American Jewish Historical Society 2001
Group for the Use of Psychology in History 2001
Society for the Scientific Study of Religion 2001
Society for German-American Studies 2001
Society for Historians of the Gilded Age and Progressive Era 2001
Eastern Sociological Society 2001
Chinese Historians in the United States 2001
Community College Humanities Association 2002
Immigration and Ethnic History Society 2002
Agricultural History Society 2004
National Council for Accreditation of Teacher Education 2005
American Council on the Teaching of Foreign Languages 2005
Society for the Study of Social Biology 2005
Association of Black Sociologists 2005
Society for the Study of Social Problems 2005
Dictionary Society of North America 2005
Society for Buddhist-Christian Studies 2005
National Women's Studies Association 2006
National Coalition for History 2006
Society for Armenian Studies 2006
Society for the Advancement of Scandinavian Study 2006
American Physiological Society 2006
College Forum of the National Council of Teachers of English 2006
Society for Military History 2006
Society for Industrial and Applied Mathematics 2006
Association for Research on Ethnicity and Nationalism in the Americas 2006
Society of Dance History Scholars 2006
Association of Literary Scholars and Critics 2006
Society for Applied Anthropology 2006
Society for Music Theory 2006
Society for Historians of American Foreign Relations 2006
American Society of Plant Taxonomists 2006
Law and Society Association 2006

SUBJECT

Temporary Proposed Rule IDAPA 08.02.01, Rules Governing Administration – Strategic Planning

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-5201 to 5216, Idaho Code

BACKGROUND/DISCUSSION

During the 2014 legislative session, HB521 passed, creating section 33-320, Idaho code, directing each school district and public charter school to develop a strategic plan that focused on improving student performance. The bill additionally directs professional development funding to districts for training on strategic planning, governance, finance, ethics and administrator evaluations. The funds are distributed to the districts and charter schools on a reimbursement basis after completion of the training. For the 2014-2015 school year, strategic plans are required to be adopted by September 1.

Section 33-320, Idaho code also directs the Board to promulgate administrative rules establishing procedures, and qualifications and guidelines for training providers. The proposed rule sets out the qualification requirements for trainers and the procedures for school districts and charter schools to request reimbursement for qualified training.

IMPACT

Approval of the temporary/proposed rule will provide school districts and charter schools with the information they need to hire eligible trainers to conduct their professional development and develop their strategic plans in an attempt to meet the September deadline.

ATTACHMENTS

Attachment 1 – Temporary Proposed Rule IDAPA 08.02.01 Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Proposed rules have a 21 day comment period prior to returning to the Board for consideration as a Pending rule. Based on received comments and Board direction, changes may be made to Proposed rules prior to entering the Pending stage. All Pending rules will be brought back to the Board for approval prior to submittal to the Department of Administration for publication in the Idaho Administrative Rules Bulletin as a Pending Rule. Pending rules become effective at the end of the legislative session in which they are submitted.

Temporary rules go into effect at the time of Board approval unless an alternative effective date is specified by Board action. To qualify as a temporary rule, the Governor must find the rule meets one of three criteria: provides protection of the public health, safety, or welfare; or is to come into compliance with deadlines in amendments to governing law or federal programs; or is conferring a benefit.

These rules qualify as temporary rules as they will bring rules into compliance with amendments to governing law.

Staff recommends approval.

BOARD ACTION

I move to approve the Temporary Proposed Rule IDAPA 08.02.01.801 as submitted effective July 1, 2014.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08
TITLE 01
CHAPTER 09

08.02.01 - RULES GOVERNING ADMINISTRATION

801. STRATEGIC PLANNING AND TRAINING.
In accordance with Section 33-320, Idaho Code, every local education agency (LEA) shall develop and maintain a strategic plan that focusses on improving the student performance of the LEA. T(7-1-14)

01 DEFINITIONS

a. Administrator. As used in this section administrator mean the superintendent of the school district or administrator of a charter school. T(7-1-14)

b. Board. Board shall mean the Idaho State Board of Education. T(7-1-14)

c. Executive Director. Executive Director shall mean the Executive Director of the Idaho State Board of Education. T(7-1-14)

d. Local Education Agency Board. As used in this section local education agency or LEA Board means the board of trustees of a school district or board of directors of a charter school. T(7-1-14)

e. Local Education Agency. As used in this section local education agency (LEA) means public school district or charter school. T(7-1-14)

f. Strategic Plan. As used in this section, a strategic plan is one that focuses on continuous process improvement and the analysis of data to assess and prioritize needs and measure outcomes.

02. REIMBURSEMENT ELIGIBILITY. LEA's may request reimbursement for training conducted pursuant to section 33-320, Idaho code. To be eligible for reimbursement the training and trainer must meet the following criteria: T(7-1-14)

a. Training. The training must cover one or more the follow subjects: T(7-1-14)

i. **S**trategic planning, strategic planning training shall include, but is not limited to, training on continuous process improvement, use and analysis of data, and methods for setting measurable targets based on student outcomes. T(7-1-14)

ii. **S**chool finance T(7-1-14)

iii. Administrator evaluations, including but not limited to specifics on the Idaho state evaluation requirements and framework. T(7-1-14)

iv. Ethics T(7-1-14)

v. Governance T(7-1-14)

b. Documentation of Training. Training records shall be kept by the LEA showing: T(7-1-14)

i. the length of the training in hours, T(7-1-14)

ii. the subject(s) covered by the training, T(7-1-14)

iii. the participants included in the training, T(7-1-14)

iv. the curriculum, agenda, or other documentation detailing the content of the training T(7-1-14)

c. Format. Training sessions must include a majority of the LEA board and administrator at a minimum and include students, parents, educators and the community as appropriate. The training facilitator must be physically present or have the ability to interact directly with all training participants. Time must be included that gives the participants the opportunity to discuss issues specific to the LEA. T(7-1-14)

d. Trainer Qualifications. T(7-1-14)

i. May not be a current employee of the LEA T(7-1-14)

ii. Shall have three (3) years of documented experience providing training in the area of training they are conducting for the LEA T(7-1-14)

iii. Provide at least three (3) recommendations from participants of past training conducted. Recommendations must be including with the application for determining qualifications. T(7-1-14)

e. Qualified Trainers. Qualifications of all trainers must be determined prior to the submittal by the LEA for the reimbursement of costs. Qualifications will be determined by the Office of the State Board of Education. The State Board of Education will maintain a list of qualified trainers and the subject areas in which they are qualified. Individuals or companies may submit an application for consideration to be placed on the list of

qualified trainers or LEA's may submit the application on behalf of the individual or company. Applications must be submitted to and in a format established by the Executive Director. T(7-1-14)

03. REIMBURSEMENT. Reimbursement to the LEA shall be based on actual expenditures related to the training delivered up to $2,000 per state fiscal year. T(7-1-14)

04. AUDIT. If requested LEA's shall provide training documentation or other information to verify eligibility prior to reimbursement. T(7-1-14)

80~~1~~2. -- 999. (Reserved) T(7-1-14)

TAB	DESCRIPTION	ACTION
1	**CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENTS/TERMS**	Motion to approve
2	**AMENDMENT TO BOARD POLICY** Section II.H. – Coaching Personnel – First Reading	Motion to approve
3	**BOISE STATE UNIVERSITY** Multi-Year Employment Agreement - Head Men's Basketball Coach	Motion to approve
4	**BOISE STATE UNIVERSITY** Multi-Year Employment Agreement - Head Women's Tennis Coach	Motion to approve
5	**IDAHO STATE UNIVERSITY** Multi-Year Employment Agreement - Head Men's Basketball Coach	Motion to approve
6	**IDAHO STATE UNIVERSITY** Multi-Year Employment Agreement - Head Women's Basketball Coach	Motion to approve
7	**IDAHO STATE UNIVERSITY** Multi-Year Employment Agreement - Head Women's Volleyball Coach	Motion to approve
8	**UNIVERSITY OF IDAHO** Multi-Year Employment Agreement - Head Women's Soccer Coach	Motion to approve

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SUBJECT

Chief Executive Officers Contracts

REFERENCE

May 2014	Board completed performance evaluations for the chief executive officers of Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College and the Office of the State Board of Education.
June 2014	Board approved salaries for BSU, ISU and LCSC Chief Executive Officers

BACKGROUND/DISCUSSION

The Board approved three year contracts for the four year institution presidents at the August 2010 Board meeting, and extended those terms for one additional year for FY11, FY12, FY13 and FY 14.

IMPACT

Contracts for the presidents are amended to extend the current contract term for one (1) additional year and to increase the automobile allowance by $2,000 annually.

BOARD ACTION

I move to approve the amended employment agreement for Dr. Robert Kustra as President of Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the amended employment agreement for, Dr. Chuck Staben as President of University of Idaho.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the amended employment agreement for Dr. Art Vailas, as President of Idaho State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the amended employment agreement for Dr. Tony Fernandez as President of Lewis-Clark State College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the amended term sheet for Dr. Steve Albiston as President of Eastern Idaho Technical College.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the amended term sheet for Dr. Mike Rush as Executive Director of the Idaho State Board of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SUBJECT

Board Policy II.H. – Coaches and Athletic Directors – first reading

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

The Athletics Committee at its February meeting directed the institutions to provide institutional and national Academic Progress Rate (APR) trend data for the Board to consider when approving coach contracts. The Committee and institutions agreed to use an institution's numeric raw score when assessing APR thresholds including a 5-year history of the institution's raw scores and national average scores for that sport.

The APR score is not the exclusive measure that may be used to award supplemental compensation for academic achievement.

IMPACT

The draft revisions to Policy II.H. and the model coach contract will help ensure that academic incentive pay is computed and awarded using a consistent methodology.

ATTACHMENTS

Attachment 1: First reading to Board policy II.H. Page 3
Attachment 2: Draft revision to model coach contract Page 5

STAFF COMMENTS AND RECOMMENDATIONS

This would revise Board policy and the model coach contract to include required APR information.

The model contract also includes minor corrections and revisions institutions have identified since the Board's last amendment of the model.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board Governing Policy and Procedures II.H., Coaches and Athletic Directors, with all revisions as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

I move to approve the amendments to the model coaches contract as submitted

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Agreements Longer Than One Year

   The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than three (3) years, subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that the coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated. A contract in excess of three (3) years, or a rolling three (3) year contract, may be considered by the Board upon the documented showing of extraordinary circumstances. All contracts must be submitted for Board approval prior to the contract effective date. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The ~~April 2013~~June 2014 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contract may be found on the Board's website at http://boardofed.idaho.gov/.

2. Agreements For One Year Or Less

   The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of one (1) year or less and an annual salary of $150,000 or less without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The December 9, 2010 Board revised and approved model contract is adopted by reference into this policy. The single-year model contract may be found on the Board's website at http://boardofed.idaho.gov/.

3. Academic Incentives

   Each contract for a head coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. ~~The chief executive officer of the institution shall determine such incentives.~~ Each year a coach or athletic director may be eligible to receive supplemental compensation based on the academic achievement of the sport. Awarding supplemental compensation shall be contingent upon achievement of one

or more measures including, but not limited to, the National Collegiate Athletic Association (NCAA) Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

4. Part-time Coaches Excepted

   The chief executive officer of an institution is authorized to hire part-time head coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

   The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

   a. All existing contracts and accrued leave held by coaches at the institutions on the effective date of this policy shall be grandfathered under policy II.F. for purposes of accruing annual leave until the coach's contract renewal.

   b. Following the effective date of this policy, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:

      i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or

      ii. Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but may take leave with prior written approval from the athletic director. Under this option, any accrued annual leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ (University (College)), and _____ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University (College) shall employ Coach as the head coach of its intercollegiate _(Sport)___ team (Team) (or Director of Athletics). Coach (Director) represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s Director ~~of Athletics (Director)~~ or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University (College)'s ~~President~~Chief executive officer (~~President~~Chief executive officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through _(Depending on supplemental pay provisions used)____ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (__) years, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University (College)'s~~the Board of ~~(Regents or Trustees)~~ Education . This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University (College).

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

a) An annual salary of $_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and ~~President~~Chief executive officer and approved by the University (College)'s Board of (Regents or Trustees) ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division~~, such as final ESPN/USA Today coaches poll of Division IA football teams~~) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~President~~Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the ~~President~~Chief executive officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~President~~Chief executive officer in consultation with the Director.

3.2.5 The Coach shall receive the sum of _(amount or computation)_ from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)_____ . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall

not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) .

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:

a) The summer youth camp operation reflects positively on the University (College) and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University (College) facilities including the _____ .

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp

Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws

In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) , or give a lecture at an event sponsored in whole or in part by (Company Name) , or make other educationally-related appearances as may be reasonably requested by the

University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University (College) and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University (College), the University (College)'s governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the

University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the _(Sport)_ conference of which the University (College) is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the ~~President~~Chief executive officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the ~~President~~Chief executive officer.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s ~~President~~Chief executive officer for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s ~~President~~Chief executive officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (or NAIA).

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of ~~President~~Chief executive officer and the University (College)'s Board of _(Trustees or Regents)_.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University (College);

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University (College)'s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University (College)'s judgment, reflect adversely on the University (College) or its athletic programs;

f) The failure of Coach to represent the University (College) and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA (NAIA) or the University (College) in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA);

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University (College) as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (College) shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University (College)'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University (College) shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA (NAIA) regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA (NAIA) enforcement procedures. This section applies to violations occurring at the University (College) or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University (College).

5.2.1 At any time after commencement of this Agreement, University (College), for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University (College) terminates this Agreement for its own convenience, University (College) shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends~~,~~ or until Coach obtains reasonably comparable employment, whichever occurs first, provided~~,~~ however, in the event Coach obtains other employment ~~of any kind or nature~~ after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University (College) is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University (College) before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University (College). Termination shall be effective ten (10) days after notice is given to the University (College).

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University (College), as liquidated damages and not a penalty, the following sum: _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently

disabled as defined by the University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University (College).

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University (College)'s student-athletes or otherwise obstruct the University (College)'s ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University (College) shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education ~~and Board~~ Governing Policies and Procedures, ~~or Regents of the University of Idaho Rule Manual (~~IDAPA 08.01.01 et seq.~~)~~, ~~and Governing Policies and Procedures Manual,~~ and the University (College) Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University (College)'s Board of _(Regents or Trustees)__ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University (College)'s Board of

_(Regents or Trustees)___, the ~~President~~Chief executive officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of _(Regents or Trustees)_ and University (College)'s rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the _____ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s direction or for the University (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University (College).

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University (College)'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University (College): Director of Athletics
_____
_____

with a copy to: ~~President~~Chief executive officer
_____
_____

the Coach: _____
Last known address on file with
University (College)'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University (College)'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of his official University (College) duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University (College)'s Board of _(Regents or Trustees)__.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY (COLLEGE)	COACH
_____	_____
, ~~President~~Chief executive officer	Date
Date	

Approved by the Board of _(Regents or Trustees)_ on the ____ day of _____ , 2010.

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BOISE STATE UNIVERSITY

SUBJECT

Employment agreement with Head Men's Basketball Coach Leon Rice

REFERENCE

June 2010	The Idaho State Board of Education approved an employment agreement with Leon Rice
June 2013	Board approved new five year employment agreement with Leon Rice

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H

BACKGROUND/DISCUSSION

In 2013, the Idaho State Board of Education (Board) approved a new five year employment contract with Leon Rice, Head Men's Basketball Coach. This contract term is consistent with the contracts recently signed by Mountain West Conference coaches.

Coach Rice's impact on the Boise State University (BSU) program has been immediate and substantial. This past season, Rice led BSU to their second consecutive 20-plus win season and advanced to the semi-finals of the Mountain West Tournament. BSU has won 20 or more games only ten times since joining Division I basketball in 1970. Coach Rice is the only head coach to win at least 20 games in three of his first four seasons at BSU.

In addition to Rice's three 20-plus win seasons, men's basketball was selected as an NCAA tournament team, and was designated a USA Today 2013-14 preseason top 25 team. The 2012-13 season marked BSU's first at-large selection to the NCAA tournament in school history and was just the second appearance in the last 19 seasons for the Broncos.

Coach Rice's other accomplishments include:

- Total attendance for both the season and average per game was the highest it has been in the last ten years.
- BSU Men's Basketball has achieved a four-year average APR score of 941 and a two-year average score of 952. The four-year average NCAA Division I Men's Basketball APR score is 952.
- In fall 2013, Men's Basketball posted the best semester GPA in 7 years and the highest team cumulative GPA ever.

The new employment agreement would provide continuity for the program over the next five years.

IMPACT

Source of funds: 100% non-appropriated funds (local funds or program revenue)

The proposed contract makes the following changes from the prior version:

1. A contract extension through March 31, 2019.

2. An increase of the overall compensation package to an annual salary of $596,573 per year. Such amount will increase by 3 percent on April 1st of each year of this agreement

3. An automatic one year extension for an 18 win season or advancement to the NCAA tournament.

ATTACHMENTS

Attachment 1 – Term Sheet Page 5
Attachment 2 – Idaho Statesman article Page 6
Attachment 3 – Proposed Agreement 2014-2019 Page 7
Attachment 4 – Redline to Current Agreement Page 21

STAFF COMMENTS AND RECOMMENDATIONS

On March 31, 2014, BSU notified Mr. Rice of its intention to seek Board approval to amend his employment agreement. The purpose of the proposed amendment was a good faith effort to retain Mr. Rice as Head Men's Basketball Coach in light of media reports of Washington State University's attempt to recruit Mr. Rice to head up its program.

The proposed annual salary reflects a base salary increase of $114,463 or 23.7%. Total first year potential annual compensation (including base salary, supplemental compensation and signing bonus) is $645,073 (using an estimated number of one NCAA tournament game win and one National Invitation Tournament (NIT) appearance). Mr. Rice is also eligible to receive other supplemental compensation through University operated summer camps.

The current contract has an automatic one-year extension for a 20 win season or advancement to the NCAA tournament. The proposed contract reduces that to an 18 win season.

In addition to the compensation terms set forth under Impact above, staff reminds the Board that Mr. Rice is also a participant in the Board's supplemental 403(b) plan. For calendar year 2014, the employer contribution rate is 3.69% and Mr. Rice's contribution rate is 2.80%. For calendar year 2015 and each calendar

year thereafter, the employer contribution rate is 3.50% and Mr. Rice's contribution rate is 2.50%.

Staff questions why the threshold for an automatic contract extension would be lowered from 20 games to 18 games, especially in light of Mr. Rice's aforementioned success (Rice has three 20-plus win seasons).

Staff observes that the revised contract does not propose to change the liquidated damages amount of $175,000. In light of the fact that BSU is clearly seeking to avoid the cost (reputational and otherwise) of losing its current men's basketball coach, it would seem appropriate to negotiate an increase in contract liquidated damages.

BOARD ACTION

I move to approve the request by Boise State University to enter into a revised five-year rolling employment agreement with Leon Rice as Head Men's Basketball Coach for a term expiring on March 31, 2019 at a base salary of $596,573 and such base salary increases and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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March 31, 2014

Dear Coach Rice,

We have discussed several additional items pertaining to your employment as the Head Men's Basketball Coach at Boise State University. This letter serves to clarify those items. Subject to receipt of approval from the Idaho State Board of Education, Boise State University intends to amend your 2013-2018 Employment Agreement, as follows:

1. You will receive a $100,000 salary increase for the Fiscal Year 2015; as such your current salary will increase to $596,573. Each year thereafter, your annual salary will increase by 3%. (FY 16 to $614,471; FY 17 to $632,906; FY 18 to $651,893; FY 19 to $671,450)

2. A revision will be made to the Automatic Extension provision of your employment contract identified in Article 2.4. The term of your contract will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 of each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament

3. For the Fiscal Year 2015, a one-time payment of $142,000 will be distributed to the Men's Basketball program budget to be utilized at your discretion, subject to final approval of the Athletics Director.

Upon agreement of these terms, the University will present these items to the State Board of Education at the next available meeting, depending upon agenda deadlines, and, as provided above, the terms of this letter are only effective if approved by the Board.

For our records, please acknowledge that the above items are agreeable to you. Upon receipt of your signature, we will prepare a formal amendment to your Employment Agreement for approval by the Idaho State Board of Education.

Sincerely,

Mark Coyle
Athletic Director

Acknowledged and accepted,

Leon Rice, Head Basketball Coach

Publication: Idaho Statesman; Date: Mar 30, 2014; Section: Sports; Page: S7

ActivePaper™

Rice staying at Boise State, getting a pay raise

The Broncos' basketball coach interviewed at Washington State.

BY DAVE SOUTHORN
dsouthorn@idahostatesman.com
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Leon Rice, a 1986 Washington State graduate, interviewed with the Cougars last week, but Boise State countered with a pay raise.

The university announced the new agreement with Rice on Saturday.

The Idaho Statesman confirmed an ESPN report just after midnight Saturday that Rice opted not to pursue the Cougars' vacancy, agreeing to stay at Boise State.

Under his new deal, pending State Board of Education approval, Rice will be given a $100,000 per year increase, starting next season, when he will make $596,573. He will earn an additional 3 percent each season thereafter, through the 2018-19 season.

He also will have an additional year added to his contract each time the Broncos win 18 or more games or reach the NCAA Tournament.

In four seasons at Boise State, Rice has a 77-54 record, winning 20 or more games three times. In 2014-15, the Broncos are expected to return two of the most prolific scorers in school history in seniors Anthony Drmic and Derrick Marks, ranked seventh and 11th all-time, respectively.

"Leon Rice has done an outstanding job directing our men's basketball program, and we look forward to many more successful seasons," Boise State Athletic Director Mark Coyle said in a statement. "We feel the best years of this program are ahead of us and we are very excited Leon will be leading our men's team."

Washington State reportedly offered the job to a coach Friday morning, but no hire has been announced. If he were to be hired by the Cougars, Rice likely would have made $1 million or more per season.

Washington State Athletic Director Bill Moos said last week he was likely to pay the new coach seven figures per season to keep up with the going rate for most Pac-12 coaches. Moos fired Ken Bone on March 18 after five seasons. Bone made $850,000 last season.

Last April, Rice agreed to a new contract that increased his salary from $445,000 annually to $482,110, with a 3 percent increase each season. That deal had a clause giving him an extra year for reaching 20 wins, which the Broncos did in 2013-14 by going 21-13, extending him through 2018-19.

Ric pay raise will keep him in the middle amongst Mountain West coaches. Colorado State's Larry Eustachy, San Diego State's Steve Fisher, New Mexico's Craig Neal and UNLV's Dave Rice are the only ones who have base salaries larger than $600,000 a season.

"I am really excited for the future of Bronco basketball," Rice said in a statement. "There has been a great commitment to grow this program. There's a commitment from our administration, our student-athletes and our fans. That's what has me looking forward to continuing to build what we have here at Boise State."

Dave Southorn: 377-6420,
Twitter: @IDS_Southorn

UNLV WILL RECOMMEND EXTENSION FOR COACH

LAS VEGAS — UNLV President Donald Snyder and Athletic Director Tina Kunzer-Murphy said Saturday they will recommend a contract extension for Dave Rice.

Snyder and Kunzer-Murphy will ask the Nevada System of Higher Education Board of Regents to extend Rice's contract two years through the 2018-19 season.

That recommendation will include an incentive package that will provide additional compensation opportunities based on academic and athletic success.

The proposal will be presented at the next Board of Regents meeting.

Rice is 71-32 in three seasons at UNLV.

The Associated Press

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on July 1, 2014 and terminating on March 31, 2019 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for

each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $596,573 per year, payable in biweekly installments in accordance with normal University procedures, such amount to increase by three percent (3%) on April 1 of each year of the Agreement;;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement:

a) Regular Season Conference Champions $5,000

b) The greater of the following two:
Conference Tournament Finalist $3,000
Conference Tournament Champions $15,000

c) NCAA Tournament game wins $5,000 per game

d) NIT appearances $3,000 per game

e) The greater of the following two:

Winning Record (more wins than losses)	$4,000
20 Wins	$8,000

f) At-large selection to the NCAA Tournament $5,000

3.2.2 Academic Achievement

a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	$5,000
ii.	60% to 69.9%	$7,500
iii.	70% to 79.9%	$10,000
iv.	80% or above	$12,500

3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.

b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President to request from, and subject to approval at the sole discretion of, the State Board of Education.

3.2.5 Compensation for Media. The Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the

University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is a alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In considering whether to operate a summer youth camp, the University may consider the following conditions:

a) The summer youth camp operation reflects positively on the University and the Department;

b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;

c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;

d) All revenues and expenses of the camp shall be deposited with and paid by the University.

e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental liability insurance as follows: (1) liability coverage:

spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

In the event of termination of this Agreement, or suspension from employment of the Coach, University shall not be under any obligation to hold a summer youth camp with the Coach after the effective date of such termination or suspension and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8 Away Game Guarantee. In the event University schedules an away contest with a non-conference opponent for which a game guarantee is paid to University by the host institution, the payment shall be distributed as follows: (a) the first $50,000 of the game guarantee will be retained by the Department; (b) any amount of the game guarantee exceeding $50,000, less expenses associated with the contest, will be distributed to Coach and Assistant Coaches at the recommendation of Coach, subject to Director's final approval.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the salary provided pursuant to section 3.1.1 that is also paid through the University, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the athletic conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than

annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

a) The annual BAA Bar-B-que;
b) The weekly BAA gatherings during the relevant season;
c) The annual BAA Endowment dinner;
d) The BSU Athletic Hall of Fame dinner;
e) The BAA Bronze Bronco Award banquet;
f) The BAA/Alumni Auction dinner;
g) All Athletic Department staff meetings called by Athletic Director;
h) Athletic Department Graduation Reception;
i) Bronco Series Golf Tournaments.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, temporarily or permanently suspend Coach from some or all of Coach's duties with or without pay, or terminate this Agreement at any time for good or adequate cause, as those terms are

defined in applicable policies, rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

a) A repetitive or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to cure any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or

i) A major violation of any applicable law or the policies, rules or regulations of the University or the University's governing board, or the finding by the conference or the NCAA of a major violation of the rules or policies of the conference or the NCAA by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other

employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, sports media in any capacity he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before expiration of the term, including any extensions thereof, the sum of $175,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate

eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University’s student-athletes or otherwise obstruct the University’s ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's polices regarding furloughs and financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics 1910 University Drive Boise, ID 83725-1020
with a copy to:	President 1910 University Drive Boise, ID 83725-100
the Coach:	Leon Rice Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement effective July 1, 2013, with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY		COACH	
_____		_____	
Robert W. Kustra, President	Date	Leon Rice	Date

Approved by the Board of Trustees on the __ day of June, 2014.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Leon Rice (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Men's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on July 1, 2013~~3~~4 and terminating on March 31, 2018~~8~~9 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for

each season in which the Team has at least ~~twenty~~ eighteen (~~20~~18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $596,573~~482,110~~ per year, payable in biweekly installments in accordance with normal University procedures, such amount to increase by three percent (3%) on April 1 of each year of the Agreement;;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement:

a)	Regular Season Conference Champions	$5,000
b)	The greater of the following two:	
	Conference Tournament Finalist	$3,000
	Conference Tournament Champions	$15,000
c)	NCAA Tournament game wins	$5,000 per game
d)	NIT appearances	$3,000 per game
e)	The greater of the following two:	

Winning Record (more wins than losses)	$4,000
20 Wins	$8,000

f) At-large selection to the NCAA Tournament $5,000

3.2.2 Academic Achievement

a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	$5,000
ii.	60% to 69.9%	$7,500
iii.	70% to 79.9%	$10,000
iv.	80% or above	$12,500

3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.

b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President to request from, and subject to approval at the sole discretion of, the State Board of Education.

3.2.5 Compensation for Media. The Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the

University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is a alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In considering whether to operate a summer youth camp, the University may consider the following conditions:

a) The summer youth camp operation reflects positively on the University and the Department;

b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;

c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;

d) All revenues and expenses of the camp shall be deposited with and paid by the University.

e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental liability insurance as follows: (1) liability coverage:

spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;

In the event of termination of this Agreement, or suspension from employment of the Coach, University shall not be under any obligation to hold a summer youth camp with the Coach after the effective date of such termination or suspension and the University shall be released from all obligations relating thereto.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8 Away Game Guarantee. In the event University schedules an away contest with a non-conference opponent for which a game guarantee is paid to University by the host institution, the payment shall be distributed as follows: (a) the first $50,000 of the game guarantee will be retained by the Department; (b) any amount of the game guarantee exceeding $50,000, less expenses associated with the contest, will be distributed to Coach and Assistant Coaches at the recommendation of Coach, subject to Director's final approval.

~~3.2.9 Signing Bonus. In consideration for execution of this Employment Agreement, Coach, following execution, will receive a one-time signing bonus in the amount of $10,875 within thirty (30) days of the effective date of this Employment Agreement, or the next applicable payroll period.~~

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the salary provided pursuant to section 3.1.1 that is also

paid through the University, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the athletic conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

a) The annual BAA Bar-B-que;
b) The weekly BAA gatherings during the relevant season;
c) The annual BAA Endowment dinner;
d) The BSU Athletic Hall of Fame dinner;
e) The BAA Bronze Bronco Award banquet;
f) The BAA/Alumni Auction dinner;
g) All Athletic Department staff meetings called by Athletic Director;
h) Athletic Department Graduation Reception;
i) Bronco Series Golf Tournaments.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, temporarily or permanently suspend Coach from some or all of Coach's duties with or without pay, or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable policies, rules and regulations.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

a) A repetitive or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to cure any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team when the Coach had actual knowledge of, or in the

proper and faithful performance of his duties should have known of, such violation; or

i) A major violation of any applicable law or the policies, rules or regulations of the University or the University's governing board, or the finding by the conference or the NCAA of a major violation of the rules or policies of the conference or the NCAA by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation

deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, sports media in any capacity he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the

Agreement is terminated on or before expiration of the term, including any extensions thereof, the sum of $175,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's polices regarding furloughs and financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics 1910 University Drive Boise, ID 83725-1020
with a copy to:	President 1910 University Drive Boise, ID 83725-100
the Coach:	Leon Rice Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement;— Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement ~~dated and~~ effective ~~March 26~~July 1, 2013~~0~~, with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney, and has not relied upon the advice of any legal counsel acting on behalf of the University. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY		COACH	
_____		_____	
Robert W. Kustra, President	Date	Leon Rice	Date

Approved by the Board of Trustees on the __ ~~20~~ day of June, 201~~3~~4.

BOISE STATE UNIVERSITY

SUBJECT

Multi-year employment agreement with the Head Women's Tennis Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

Boise State University is requesting approval of a multi-year contract for its current Head Women's Tennis Coach, Sherman Beck Roghaar. His contracts thus far have been year-to-year (since 2/2011)

IMPACT

The term of the proposed agreement is for three years. The base salary is $52,398 the first year, with a $2,500 increase each year thereafter, and incentives as follows:

Academic incentive pay may be earned if the team Academic Progress Rate (APR) is as follows:

National score within sport, of four year national ranking:

- Between 50%-59.9% $1,400
- Between 60%-69.9% $1,600
- Between 70%-79.9% $1,800
- 80% or higher $4,000

Athletic incentive pay may be earned as follows:

- Qualify team for NCAA Nationals $5,000
- Conference Coach of the Year $2,000
- NCAA Regional Coach of the Year $3,000
- NCAA National Coach of the Year $10,000

ONLY ONE of the following two items:

- Conference Tournament Champions, OR $4,000
- Qualify team for NCAA Regionals $2,000

ONLY ONE of the following three items:

- Top 25 National Ranking at End of Season, OR $4,000
- Top 10 National Ranking at End of Season, OR $6,000
- Top 5 National Ranking at End of Season $8,000

Mr. Roghaar's base salary is paid from appropriated funds, but the proposed increase would be funded with local funds.

In the event the coach terminates the agreement for convenience, the following liquidated damages shall be due:

- If agreement is terminated during the first year, the sum of $15,000
- If the agreement is terminated during the third year, the sum of $10,000
- If the agreement is terminated during the fourth year, the sum of $7,500

ATTACHMENTS

Attachment 1 – Proposed Contract Page 3
Attachment 2 – Redline from Model Page 17

STAFF COMMENTS AND RECOMMENDATIONS

Total first year potential annual compensation (including base salary, supplemental compensation and signing bonus) is $78,398. At the Athletic Director's discretion, Mr. Roghaar is also eligible to receive other supplemental compensation through University operated summer camps.

The maximum amount payable under the academic incent is equivalent to that of a conference tournament championship.

The contract is in substantial conformance with the Board's model contract. A material addition to the contract is Section 4.1.5 which provides that the coach shall: "Maintain a strong working knowledge and understanding of all NCAA Rules and Regulations (the "NCAA Rules") regarding compliance issues and annually pass the NCAA Coaches Certification Test prior to contacting any prospective team members off campus, in accordance with NCAA Rules."

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a three-year employment contract with Sherman Beck Roghaar as Head Women's Tennis Coach beginning on July 1, 2014 and ending on June 30, 2017, with a starting base salary of $52,398 and such base salary increases and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Boise State University (the "University") and Sherman Beck Roghaar (the "Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, University shall employ Coach as the head coach of its intercollegiate women's tennis team ("Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics ("Director") or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's Athletics Department (the "Department") as the Director may assign and as may be described elsewhere in this Agreement. University shall have the right, at any time, to reassign Coach to duties at University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment except that the opportunity to earn supplemental compensation as provided in section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment, beginning on July 1, 2014 and ending on June 30, 2017. On June 30, 2017, this Agreement will terminate without further notice to Coach, nor obligation to him, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is further subject to the prior approval of the Idaho State Board of Education, serving as University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at Boise State University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) In the first term, from July1, 2014 through June 30, 2015, an annual salary of $52,398 per year; in the second term, from July 1, 2015 through June 30, 2016, the annual salary will increase by $2,500, and in the third term, from July 1, 2016 through June 30, 2017, an annual salary will increase by $2,500, all amounts payable in biweekly installments in accordance with normal University procedures;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation.

3.2.1. Each year the team is the Conference Tournament Champion and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $4,000 during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation or;

3.2.2. Each year the team qualifies for the NCAA Regional Championships and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $2,000 during the fiscal year in which the NCAA Regional Championship eligibility is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.3. Each year the team qualifies for the NCAA National Championships and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $5,000 during the fiscal year in which the NCAA National

Championship qualification is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.4. Each year the Coach is awarded the Conference Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $2,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.5. Each year the Coach is awarded the ITA Regional Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $3,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.6. Each year the Coach is awarded the NCAA National Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $10,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.7. Each year the Team is ranked in the top 25 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $4,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation or;

3.2.8. Each year the Team is ranked in the top 10 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $6,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation or;

3.2.9. Each year the Team is ranked in the top 5 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $8,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.10 Each year Coach may be eligible to receive supplemental compensation based on the academic achievement of Team members and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1. The determination of whether Coach will receive such supplemental compensation shall be based Team's NCAA Academic Progress Rate ("APR") and Coach will qualify for such supplemental compensation if the single year Team APR meets the following levels: (a) if the Team's National Ranking Within Sport is 80% or above, the University shall pay Coach supplemental compensation in an amount equal to $4,000, (b) if the Team's National Ranking Within Sport is between 70% and 79.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,800, (c) if the Team's National Ranking Within Sport is between 60% and 69.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,600, and (d) if the Team's National Ranking Within Sport is between 50% and 59.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,400. Such supplemental compensation will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.11 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for such supplemental compensation based on the factors listed in herein and such justification shall be separately reported to the University's Board of Trustees as a document available to the public under the Public Records Act.

3.2.12 Coach agrees that the University has the exclusive right to operate youth women's tennis camps and clinics on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. As part of regular coaching duties, Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's tennis camps and clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's tennis camps and clinics, the University, in the sole and absolute discretion of Director, may pay Coach additional amounts as supplemental compensation during each year of his employment as head women's tennis coach at the University. If Director, in his sole and absolute discretion, should decide to compensate Coach for such participation, this amount shall be paid in a lump sum after camps and/or clinics are complete throughout the year.

3.2.13 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's

reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's tennis coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full-time and best efforts to the performance of Coach's duties under this Agreement, devote full-time to recruitment and coaching duties as appropriate, attend all staff meetings, public relations functions, dinners, awards banquets and make appearances as directed by Director;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the

conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Athletic Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. Coach shall supervise one full-time employee (assistant women's tennis coach) and a volunteer coach, on as an as-needed basis, and such other employees or volunteers as may be determined to be necessary by Coach in consultation with the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the tennis conference of which the University is a member. In the event of a material violation of any of the above rules and regulations, including in the event the Coach or Team shall be found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective and such event shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of this Agreement.

4.1.5. Maintain a strong working knowledge and understanding of all NCAA Rules and Regulations (the "NCAA Rules") regarding compliance issues and annually pass the NCAA Coaches Certification Test prior to contacting any prospective team members off campus, in accordance with NCAA Rules.

4.1.6. Shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director and University President.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and

benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major or repetitive violation(s) of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary (or such remaining portion thereof) set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him

by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before June 30, 2015, the sum of $15,000.00; (b) if the Agreement is terminated between July 1, 2015 and June 30, 2016, inclusive, the sum of $10,000.00, (c) if the Agreement is terminated between July 1, 2016 and June 30, 2017, inclusive, the sum of $7,500. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate

and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement

but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (IDAPA 08.01.01, *et seq*.) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: President
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Sherman Beck Roghaar
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby as of the date first above written.

UNIVERSITY	COACH
_____	_____
Dr. Robert Kustra, President	Sherman Beck Roghaar
Date:_____	Date:_____

Approved by the Board of Trustees on the ____ day of _____, 2014.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between Boise State University (the "University") and Sherman Beck Roghaar (the "Coach").

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, ~~the~~ University shall employ Coach as the head coach of its intercollegiate women's tennis team ("Team"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics ("Director") or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's Athletics Department (the "Department") as the Director may assign and as may be described elsewhere in this Agreement. University shall have the right, at any time, to reassign Coach to duties at University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment except that the opportunity to earn supplemental compensation as provided in section 3.2~~.1 through (Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment, beginning on July 1, 2014 and ending on June 30, 2017. On June 30, 2017, this Agreement will terminate without further notice to Coach, nor obligation to him, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is further subject to the prior approval of the Idaho State Board of Education, serving as University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at Boise State University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) In the first term, from July1, 2014 through June 30, 2015, an annual salary of $52,398 per year; in the second term, from July 1, 2015 through June 30, 2016, the annual salary will increase by $2,500, and in the third term, from July 1, 2016 through June 30, 2017, an annual salary will increase by $2,500, all amounts payable in biweekly installments in accordance with normal University procedures~~, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) ;~~;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation.

3.2.1. Each year the team is the Conference ~~champion or co-~~Tournament Champion and ~~also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and~~ if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of Coach's Annual Salary~~$4,000 during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility are~~is achieved. The University shall determine the appropriate manner in which it shall pay Coach ~~any~~ such supplemental compensation~~.~~ or;

3.2.2. Each year the team ~~is ranked in~~qualifies for the ~~top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) ,~~NCAA Regional Championships and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $2,000 during the fiscal year in which the NCAA Regional Championship eligibility is achieved. The University shall

determine the appropriate manner in which it shall pay Coach such supplemental compensation.

~~3.2.2.~~3.2.3. Each year the team qualifies for the NCAA National Championships and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of Coach's Annual Salary in effect on~~$5,000 during the ~~date of~~ fiscal year in which the ~~final poll.~~NCAA National Championship qualification is achieved. The University shall determine the appropriate manner in which it shall pay Coach ~~any~~ such supplemental compensation.

3.2.4. Each year the Coach is awarded the Conference Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $2,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.5. Each year the Coach is awarded the ITA Regional Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $3,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.6. Each year the Coach is awarded the NCAA National Coach of the Year and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to $10,000 during the fiscal year in which the award is announced. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.7. Each year the Team is ranked in the top 25 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $4,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation or;

3.2.8. Each year the Team is ranked in the top 10 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $6,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation or;

3.2.9. Each year the Team is ranked in the top 5 in the NCAA National End of Season Ranking and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1, the University shall pay Coach supplemental compensation in an amount equal to $8,000 during the fiscal year in which such ranking is achieved. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.~~3~~10 Each year Coach ~~shall~~may be eligible to receive supplemental compensation ~~in an amount up to~~based on the academic achievement ~~and behavior of Team members.~~of Team members and if Coach continues to be employed as University's head tennis coach as of the ensuing July 1. The determination of whether Coach will receive such supplemental compensation ~~and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The~~shall be based Team's NCAA Academic Progress Rate ("APR") and Coach will qualify for such supplemental compensation if the single year Team APR meets the following levels: (a) if the Team's National Ranking Within Sport is 80% or above, the University shall pay Coach supplemental compensation in an amount equal to $4,000, (b) if the Team's National Ranking Within Sport is between 70% and 79.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,800, (c) if the Team's National Ranking Within Sport is between 60% and 69.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,600, and (d) if the Team's National Ranking Within Sport is between 50% and 59.9%, the University shall pay Coach supplemental compensation in an amount equal to $1,400. Such supplemental compensation will be paid as soon as reasonably practical following APR rating determination ~~shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~ and verification by the NCAA. The University shall determine the appropriate manner in which it shall pay Coach such supplemental compensation.

3.2.11 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for ~~the~~such supplemental compensation based on the factors listed ~~above~~in herein and such justification shall be separately reported to the University's Board of Trustees as a document available to the public under the Public Records Act.

3.2.~~4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such~~

supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director.

3.2.5 The Coach shall receive the sum of _(amount or computation)_ from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) _____ . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. 12 Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY**Coach agrees that the the University has the exclusive right to operate youth women's tennis camps and clinics on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. As part of regular coaching duties, Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's tennis camps and clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's tennis camps and clinics, the University shall, in the sole and absolute discretion of Director, may pay Coach _(amount)_ per yearadditional amounts as supplemental compensation during each year of his employment as head women's tennis coach at the University. If Director, in his sole and absolute discretion, should decide to compensate Coach for such participation, this amount shall be paid in a lump sum after camps and/or clinics are complete throughout the year.

(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth _(Sport)_ camp at the University (College) under the following conditions:

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~

~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~

~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;~~

~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the~~

~~University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.~~7~~13 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head women's tennis coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full-time and best efforts to the performance of Coach's duties under this Agreement, devote full-time to recruitment and coaching duties as appropriate, attend all staff meetings, public relations functions, dinners, awards banquets and make appearances as directed by Director;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Athletic Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. ~~The names or titles of~~Coach shall supervise one full-time employee (assistant women's tennis coach) and a volunteer coach, on as an as-needed basis, and such other employees ~~whom Coach supervises are attached as Exhibit C.~~or volunteers as may be determined to be necessary by Coach in consultation with the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) ~~University (College)'s Handbook~~University's policies; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the tennis conference of which the University is a member. In the event of a material violation of any of the above rules and regulations, including in the event the Coach or Team shall be found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective and such event shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of this Agreement.

4.1.5. Maintain a strong working knowledge and understanding of all NCAA Rules and Regulations (the "NCAA Rules") regarding compliance issues and annually pass the NCAA Coaches Certification Test prior to contacting any prospective team members off campus, in accordance with NCAA Rules.

4.1.6. Shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director and University President.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.7 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major or repetitive violation(s) of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any

applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not

a penalty, the salary (or such remaining portion thereof) set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before June 30, 2015, the sum of $15,000.00; (b) if the Agreement is terminated between July 1, 2015 and June 30, 2016, inclusive, the sum of $10,000.00, (c) if the Agreement is terminated between July 1, 2016 and June 30, 2017, inclusive, the sum of $7,500. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.7 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education Rule Manual (IDAPA 08.01.01, *et seq*.) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or

data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices

shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: President
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Sherman Beck Roghaar
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement and have executed this Agreement freely and agree to be bound hereby as of the date first above written.

UNIVERSITY	COACH
_____	_____
Dr. Robert Kustra, President	Sherman Beck Roghaar
Date:_____	Date:_____

Approved by the Board of Trustees on the ____ day of _____, 2014.

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of a multi-year employment agreement for William L. Evans, Head Men's Basketball Coach

REFERENCE

August 2012	The Idaho State Board of Education approved an employment agreement with William Evans

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

DISCUSSION

Idaho State University (ISU) is requesting approval for a two-year, eleven-month employment agreement for William L. Evans, Head Men's Basketball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 3. The position is funded by state appropriated funds.

This contract will provide a stable coaching environment for the men's basketball program as well as stability and consistency for the Athletic Department as a whole.

IMPACT

The annual salary for this position is $104,811.20 per year plus supplemental compensation incentives as set forth below.

Athletic Incentive Pay may be earned as follows:

Conference Champion or Co-Champion			$4,031
Conference Coach of the Year			$4,031
Record Bonus (20+ regular season wins)			$6,000
Big Sky Conference Tournament Winner or NCAA Men's Basketball Tournament berth			$4,031
NCAA Men's Basketball Tournament			
Play-In	65 Teams		$2,000
Round 1	64 Teams	1st win	$5,000
Round 2	32 Teams	2nd win	$10,000
Round 3	16 Teams	3rd win	$12,000
Round 4	8 Teams	4th win	$15,000
Round 5	4 Teams	5th win	$20,000
Round 6	2 Teams	6th win	$30,000

NCAA National Championship Winner Bonus Total:			$92,000 / $94,000

National Invitation Tournament (NIT)

Round 1	32 Teams	1st win	$2,000
Round 2	16 Teams	2nd win	$3,000
Round 3	8 Teams	3rd win	$4,000
Round 4	4 Teams	4th win	$5,000
Round 5	2 Teams	5th win	$6,000
NIT Championship Winner Bonus Total:			$20,000

Annual Media Payment $20,000

Academic Incentive Pay may be earned as follows:

Supplemental Compensation may also be earned, at the discretion of the president and upon approval by the Board, based on team member behavior and the team's four-year APR national score based on attainment of the following levels:

970-979	= $1,000
980-989	= $1,500
990-999	= $2,000
1,000	= $2,500

The Coach is also eligible to receive other supplemental compensation through University operated summer camps.

Liquidated damages for the Coach terminating the contract early for his own convenience are $35,000 for the first year, $25,000 for the second year and $10,000 for the third year.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 5
Attachment 2	Employment Agreement – Redline	Page 19
Attachment 3	Model Contract Matrix Changes	Page 37

STAFF AND COMMENTS AND RECOMMENDATIONS

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be $259,404. The academic incentive pay is almost two-thirds the amount of a conference championship.

The employment agreement follows the Board-approved model contract except as specifically noted in Attachment 3.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a two-year, eleven month employment agreement with William L. Evans, Head Men's Basketball Coach, for a term commencing on June 23, 2014 and terminating May 9, 2017, at a base salary of $104,811.20 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and William L. Evans (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate men's basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, eleven (11) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on May 09, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $104,811.20 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $2,500 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized

University activities, in the community, and elsewhere and the Team's four-year APR national score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
970-979	$ 1,000.00
980-989	$ 1,500.00
990-999	$ 2,000.00
1,000	$ 2,500.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.5 *Record Bonus.* The University must pay to Coach supplemental compensation in the amount of $6,000 for winning twenty (20) or more regular season men's basketball games, provided that the Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Play-In	65 Teams		$2,000.00
Round 1	64 Teams	1st win	$5,000.00
Round 2	32 Teams	2nd win	$10,000.00
Round 3	16 Teams	3rd win	$12,000.00
Round 4	8 Teams	4th win	$15,000.00
Round 5	4 Teams	5th win	$20,000.00
Round 6	2 Teams	6th win	$30,000.00

Possible national championship winner computation bonus total: $92,000.00 / $94,000.00

3.2.7 Each year the Team advances in the NIT Men's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	32 Teams	1st win	$2,000.00
Round 2	16 Teams	2nd win	$3,000.00
Round 3	8 Teams	3rd win	$4,000.00
Round 4	4 Teams	4th win	$5,000.00
Round 5	2 Teams	5th win	$6,000.00

Possible bonus computation total for winning NIT Men's Basketball Post-Season Tournament: $20,000.00

3.2.8 The Coach shall receive the sum of $20,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, public appearances (Programs) and all Bengal Athletic Booster events. Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University designated media outlets.

3.2.9 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Men's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's men's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer men's basketball camps, the University shall pay Coach any net revenues resulting from the camp as supplemental compensation during each year of his employment as head Men's Basketball coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Men's Basketball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income shall be paid within 30 days after all camp expenses have been paid.

3.2.10 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Adidas product's design or performance, shall act as an instructor at a clinic

sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Men's Basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies,

rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled

to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision. Further, in the event that Coach accepts a volunteer position as a coach (whether head or assistant) at any college or university during the period after this Agreement has been terminated and before the end of the term, then the amount of compensation the University pays will be adjusted and reduced by fair market value of the Coach's volunteer services.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before May 09, 2015, the sum of $35,000.00; (b) if the Agreement is terminated between May 10, 2015 and May 09, 2016 inclusive, the sum of $25,000.00; (c) if the Agreement is terminated between May 10, 2016 and May 09, 2017 inclusive, the sum of $10,000. The liquidated damages shall be due and payable within twenty

(20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University’s student-athletes or otherwise obstruct the University’s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources

that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of his accrued unused vacation days prior to the effective date of the termination.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209

the Coach: William L. Evans
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY		COACH	
_____		_____	
Arthur C. Vailas, President	Date	William L. Evans	Date

Approved by the Board of Trustees on the ____ day of _____, 2014.

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~~(MODEL ATHLETICS CONTRACT)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State ~~(~~University (University)~~College)),~~ and William L. Evans (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate men's basketball ~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's~~University (College)'s~~ Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's~~University (College)'s~~ President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 ~~(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2 ~~(~~) years, eleven (11) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on May 09, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees~~)~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

a) An annual salary of $104,811.20$_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University'sUniversity (College)'s Board of (Regents or Trustees);) ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University'sUniversity (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University'sUniversity (College)'s head Men's Basketball (Sport) coach as of the ensuing MayJuly 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship isand (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. 3.2.2 Each year the CoachTeam is named asranked in the Conference Coachtop 25 in the (national rankings, such as final ESPN/USA Today coaches poll of the YearDivision IA football teams) , and if Coach continues to be employed as University'sUniversity (College)'s head Men's Basketball (Sport) coach as of the ensuing MayJuly 1st, the University (College) shall pay to Coach supplemental compensation in

an amount equal to two week's pay (2/52 x ~~(amount or computation) of Coach's~~ Annual Salary) of Coach's Annual Salary during ~~in effect on~~ the fiscal year in which the championship is achieved. ~~date of the final poll.~~ The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. ~~3.2.3~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to $2,500 ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. ~~.~~ The determination shall be based on the following factors: ~~grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students;~~ the conduct of Team members on the University ~~(College)~~ campus, at authorized University ~~(College)~~ activities, in the community, and elsewhere and the Team's four-year APR national score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
970-979	$ 1,000.00
980-989	$ 1,500.00
990-999	$ 2,000.00
1,000	$ 2,500.00

~~.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of ~~(Regents or~~ Trustees~~)~~ as a document available to the public under the Idaho Public Records Act.

3.2.5 *Record Bonus*. The University must pay to Coach supplemental compensation in the amount of $6,000 for winning twenty (20) or more regular season men's basketball games, provided that the Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1st.

3.2.6 ~~3.2.4~~ Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head Men's Basketball coach

as of the ensuing May 1st, the University ~~Coach~~ shall pay Coach ~~be eligible to receive~~ supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any ~~up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) __(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive~~ such supplemental compensation.

Play-In	65 Teams		$2,000.00
Round 1	64 Teams	1st win	$5,000.00
Round 2	32 Teams	2nd win	$10,000.00
Round 3	16 Teams	3rd win	$12,000.00
Round 4	8 Teams	4th win	$15,000.00
Round 5	4 Teams	5th win	$20,000.00
Round 6	2 Teams	6th win	$30,000.00

Possible national championship winner computation bonus total: $92,000.00 / $94,000.00

3.2.7 Each year the Team advances in the NIT Men's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as ~~and the timing of the payment(s) shall be at the discretion~~ of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. ~~President in consultation with the Director.~~

Round 1	32 Teams	1st win	$2,000.00
Round 2	16 Teams	2nd win	$3,000.00
Round 3	8 Teams	3rd win	$4,000.00
Round 4	4 Teams	4th win	$5,000.00
Round 5	2 Teams	5th win	$6,000.00

Possible bonus computation total for winning NIT Men's Basketball Post-Season Tournament: $20,000.00

3.2.8 ~~3.2.5~~ The Coach shall receive the sum of $20,000 ~~(amount or computation)~~ from the University ~~(College)~~ or the University's~~University (College)'s~~ designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, ~~and~~ public appearances (Programs) and all Bengal Athletic Booster events.~~)~~. Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum.~~(terms or conditions of payment)~~ . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University.

~~(College).~~ The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University ~~(College)'s~~ designated media outlets.

3.2.9~~6~~ **(SUMMER CAMP—OPERATED BY UNIVERSITY) ~~(COLLEGE))~~** Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth Men's Basketball~~(Sport)~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's~~University (College)'s~~ camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's men's basketball~~University (College)'s football~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's~~University (College)'s~~ summer men's basketball~~football~~ camps, the University ~~(College)~~ shall pay Coach any net revenues resulting from the camp ~~(amount) per year~~ as supplemental compensation during each year of his employment as head Men's Basketball ~~(Sport)~~ coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Men's Basketball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income ~~(College). This amount~~ shall be paid within 30 days after all camp expenses have been paid ~~(terms of payment)~~.

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~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~

~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~

~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____ .~~

~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;~~

~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.10~~7~~ Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. ~~(College).~~ Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with Adidas ~~(Company Name)~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's~~University (College)'s~~ reasonable request, Coach will consult with appropriate parties concerning a Adidas~~an (Company Name)~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas ~~(Company Name)~~, or give a lecture at an event sponsored in whole or in part by Adidas ~~(Company Name)~~, or make other educationally-related appearances as may be reasonably requested by the University. ~~(College).~~ Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Men's Basketball ~~(Sport)~~ coach. In order to avoid entering into an agreement with a competitor of Adidas ~~(Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, ~~(Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University~~, (College),~~ the University's~~University (College)'s~~ governing board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's~~University (College)'s~~ Handbook; (c) University's~~University (College)'s~~ Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the Big Sky ~~(Sport)~~ conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University~~, (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's~~University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's~~University (College)'s~~ President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the

University's~~University (College)'s~~ President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University~~. (College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University~~, (College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA~~. (or NAIA).~~

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's~~University (College)'s~~ Board of ~~(~~Trustees~~ or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6~~7~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

d) Ten (10) working days' absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided

for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University. ~~(College).~~

5.2.1 At any time after commencement of this Agreement, University, ~~(College),~~ for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision. Further, in the event that Coach accepts a volunteer position as a coach (whether head or assistant) at any college or university during the period after this Agreement has been terminated and before the end of the term, then the amount of compensation the University pays will be adjusted and reduced by fair market value of the Coach's volunteer services.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, ~~(College),~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by

Coach because of such termination by University. ~~(College).~~ The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. ~~(College).~~ Termination shall be effective ten (10) days after notice is given to the University. ~~(College).~~

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, ~~(College),~~ as liquidated damages and not a penalty, ~~for the breach of this Agreement~~ the following sum: (a) if the Agreement is terminated on or before May 09, 2015, the sum of $35,000.00; (b) if the Agreement is terminated between May 10, 2015 and May 09, 2016 inclusive, the sum of $25,000.00; (c) if the Agreement is terminated between May 10, 2016 and May 09, 2017 inclusive, the sum of $10,000. _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. ~~(College).~~

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University. ~~(College).~~

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's~~University (College)'s~~ student-athletes or otherwise obstruct the University's~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.6~~7~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7~~8~~ Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of his accrued unused vacation days prior to the effective date of the termination.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees,~~)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or~~ Trustees~~)~~ and University's~~University (College)'s~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program~~program~~), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's~~University (College)'s~~ sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: ~~(College):~~ Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President
Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209

the Coach: William L. Evans
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees.~~)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY ~~(COLLEGE)~~

COACH

_____ _____

Arthur C. Vailas, President Date William L. Evans

Date

Approved by the Board of ~~(Regents or~~ Trustees~~)~~ on the ____ day of _____, 2014.~~_____, 2010.~~

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WILLIAM EVANS, HEAD BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff (winning the conference tournament already qualifies the team for an automatic NCAA Tournament berth).
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Coach being named conference coach of the year as this is more applicable.
3	None	3.2.3 Supplemental Compensation	Added 2 weeks pay bonus for winning the Big Sky tournament or obtaining an NCAA tournament berth added for extra incentive to improve team performance.
4	3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	Bonus based on the conduct and four-year NCAA APR score of the team. Bonus of up to $15,000 may be achieved based on the team's academic success and conduct in the community, determined at the discretion of the President and the Athletic Director, with the maximum bonus requiring a four-year APR ranking of 80 percent or higher. This bonus is based on the Team's 4-year APR ranking as as this has been a key focus and issue for the University.
5	3.2.4 Supplemental Compensation	3.2.5 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of up to $6,000 for winning 20 or more regular season games as this would be a good first step to higher attendance, donations, etc.
6	None	3.2.6 Supplemental Compensation	Added bonus opportunity of up to $94,000 based on number of wins in the NCAA Men's Basketball Tournament.
7	None	3.2.7 Supplemental Compensation	Added bonus opportunity of up to $20,000 based on number of wins in the NIT Men's Basketball Tournament.
8	3.2.5 Supplemental Compensation	3.2.8 Supplemental Compensation	Bonus opportunity for media participation set at $20,000 and added specific reference to attending Bengal Athletic Booster events as this is an important requirement.
9	3.2.6 Summer Camp Operated by University	3.2.9 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Softball Program.
10	5.2.2 Termination of Coach for Convenience	5.2.2 Termination of Coach for Convenience	Added provision that if Coach is terminated and accepts a volunteer position as a coach, the amount of compensation paid by the University will be reduced by the fair market value of the volunteer services. This is to prevent a coach from working for another program while the University pays his full salary.
11	None	5.8	Added a provision that in the event of a termination, the University may require the Coach to take his accrued vacation prior to the effective date of the termination. This is to prevent the situation where the Coach is not working at the end of the contract but does not take vacation days and thereby receives a payout of accrued vacation upon termination of the contract.

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of multi-year employment agreement for Seton Sobolewski, Head Women's Basketball Coach

REFERENCE

June 2008	The Idaho State Board of Education approved an employment agreement with Seton Sobolewski
June 2011	The Idaho State Board of Education approved a new three year employment agreement with Seton Sobolewski

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

DISCUSSION

Idaho State University (ISU) requests approval for a two-year, eleven-month employment agreement for Seton Sobolewski, Head Women's Basketball Coach, (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A model contract matrix and red-line version of the Employment Agreement that identifies departures from the model contract form and provides justification for these changes are included as Attachments 2 and 3. The position is funded by state appropriated funds. This contract will provide a stable coaching environment for the women's basketball program as well as stability and consistency for the Athletic Department as a whole.

IMPACT

This is an employment contract for ISU's women's basketball coach. The salary is $98,196.80 per year, with Supplemental Compensation as follows:

Conference Champion or Co-Champion			$3,631
Big Sky Conference Tournament Winner or NCAA Women's Basketball Tournament berth			$3,631
Record Bonus (20+ regular season wins)			$3,500
Money Games			3 - 5% of contract
NCAA Women's Basketball Tournament			
Round 1	64 Teams	1st win	$3,000
Round 2	32 Teams	2nd win	$6,000
Round 3	16 Teams	3rd win	$9,000
Round 4	8 Teams	4th win	$12,000
Round 5	4 Teams	5th win	$15,000
Round 6	2 Teams	6th win	$18,000
NCAA National Championship Winner Bonus Total:			$63,000

WNIT Women's Basketball Post-Season Tournament

Round 1	32 Teams	1st win	$1,000
Round 2	16 Teams	2nd win	$2,000
Round 3	8 Teams	3rd win	$3,000
Round 4	4 Teams	4th win	$4,000
Round 5	2 Teams	5th win	$5,000
WNIT Championship Winner Bonus Total:			$15,000

Annual Media Payment $5,000

Supplemental Compensation may also be earned, at the discretion of the president and upon approval by the Board, based on team member behavior and the team's four-year APR national score based on attainment of the following levels:

970-979	= $750
980-989	= $1,250
990-999	= $1,500
1,000	= $2,000

The Coach is also eligible to receive other supplemental compensation through University operated summer camps.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement – Redline	Page 17
Attachment 3	Model Contract Matrix Changes	Page 35

STAFF AND COMMENTS AND RECOMMENDATIONS

Maximum potential annual compensation under the contract would be $193,958.80, plus percentage of money game(s) contract. The employment agreement follows the Board-approved model contract except as specifically noted in Attachment 3. The academic incentive pay is a little over half the amount of a conference championship.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to execute a two-year, eleven month employment agreement with Seton Sobolewski, Head Women's Basketball Coach for a term commencing June 23, 2014 and terminating May 9, 2017 at a base salary of $98,196.80 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Seton Sobolewski (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, eleen (11) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on May 09, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $98,196.80 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $2,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based on the following factors: the conduct of Team members at authorized University activities, in the community, and elsewhere and the Team's four-year APR score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
970-979	$ 750.00
980-989	$ 1,250.00
990-999	$ 1,500.00
1,000	$ 2,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 *Record Bonus*. The University must pay to Coach supplemental compensation in the amount of $3,500 for winning twenty (20) or more regular season women's basketball games.

3.2.5 *Women's Basketball "Money" games*. Each year the Coach shall have the opportunity to receive supplemental compensation for the Team's participation in "money games" (where another team pays the Team to play them at the other team's location). If Coach continues to be employed as University's head women's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation for each such money game in an amount equal to either: (a) three percent (3%) of contractual payment received by the University for participation in the money game if the Team loses the money game; or (b) five percent (5%) of contractual payment received by the University if the Team wins the game. .

3.2.6 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	1st win	$3,000.00
Round 2	32 Teams	2nd win	$6,000.00
Round 3	16 Teams	3rd win	$9,000.00
Round 4	8 Teams	4th win	$12,000.00
Round 5	4 Teams	5th win	$15,000.00
Round 6	2 Teams	6th win	$18,000.00

Possible national championship winner computation bonus total: $63,000.00

3.2.7 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	32 Teams	1st win	$1,000.00
Round 2	16 Teams	2nd win	$2,000.00
Round 3	8 Teams	3rd win	$3,000.00
Round 4	4 Teams	4th win	$4,000.00
Round 5	2 Teams	5th win	$5,000.00

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: $15,000.00

3.2.8 The Coach shall receive the sum of $5,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs, public appearances (Programs) and all Bengal Athletic Booster events. Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University designated media outlets.

3.2.7 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Women's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer women's basketball camps, the University shall pay Coach any net revenues resulting from the camp as supplemental compensation during each year of his employment as head Women's Basketball coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Women's Basketball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income shall be paid within 30 days after all camp expenses have been paid.

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by

motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Basketball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report

to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section

3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before May 09, 2015, the sum of $25,000.00; (b) if the Agreement is terminated between May 10, 2015 and May 09, 2016 inclusive, the sum of

$20,000.00; (c) if the Agreement is terminated between May 10, 2016 and May 09, 2017 inclusive, the sum of $10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University’s student-athletes or otherwise obstruct the University’s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach: Seton Sobolewski
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY		COACH	
_____		_____	
Arthur C. Vailas, President	Date	Seton Sobolewski	Date

Approved by the Board of Trustees on the ____ day of _____ , 2014.

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(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State ~~(~~University (University)~~College)),~~ and Seton Sobolewski (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate women's basketball ~~(Sport)~~ team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's~~University (College)'s~~ Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's~~University (College)'s~~ President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's~~University (College)'s~~ athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 ~~(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, eleen (11) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on May 09, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees~~)~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University. ~~(College).~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University (College) shall provide to Coach:

a) An annual salary of $98,196.80$_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University'sUniversity (College)'s Board of (Regents or Trustees);) ;

b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University'sUniversity (College)'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) , and if Coach continues to be employed as University'sUniversity (College)'s head Women's Basketball (Sport) coach as of the ensuing MayJuly 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship isand (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. 3.2.2 Each year the Team either winsis ranked in the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berthtop 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University'sUniversity (College)'s head Women's Basketball (Sport) coach as of the ensuing MayJuly 1st, the University

~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x ~~(amount or computation)~~ ~~of Coach's~~ Annual Salary) of Coach's Annual Salary during the fiscal year in which ~~in effect on~~ the post-season participation are achieved. ~~date of the final poll.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. ~~3.2.3~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to $2,000 ~~(amount or computation)~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees.~~.~~ The determination shall be based on the following factors: ~~grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students;~~ the conduct of Team members ~~on the University (College) campus,~~ at authorized University ~~(College)~~ activities, in the community, and elsewhere and the Team's four-year APR score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
970-979	$ 750.00
980-989	$ 1,250.00
990-999	$ 1,500.00
1,000	$ 2,000.00

~~.~~ Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of ~~(Regents or~~ Trustees~~)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4 *Record Bonus.* The University must pay to Coach supplemental compensation in the amount of $3,500 for winning twenty (20) or more regular season women's basketball games.

3.2.5 *Women's Basketball "Money" games.* Each year the Coach shall have the opportunity~~be eligible~~ to receive supplemental compensation for the Team's participation in "money games" (where another team pays the Team to play them at the other team's location). If Coach continues to be employed as University's head women's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation for each such money game in an amount equal to either: (a) three percent (3%) of contractual payment received by the University for participation in the money game if the Team loses the

money game; or (b) five percent (5%) of contractual payment received by the University if the Team wins the game. .

3.2.6 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	1st win	$3,000.00
Round 2	32 Teams	2nd win	$6,000.00
Round 3	16 Teams	3rd win	$9,000.00
Round 4	8 Teams	4th win	$12,000.00
Round 5	4 Teams	5th win	$15,000.00
Round 6	2 Teams	6th win	$18,000.00

Possible national championship winner ~~up to ___(amount or~~ computation bonus total: $63,000.00

3.2.7 Each year the Team advances in the WNIT Women's Basketball Post-Season Tournament,~~)_____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters;~~ and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. ~~any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director.~~

Round 1	32 Teams	1st win	$1,000.00
Round 2	16 Teams	2nd win	$2,000.00
Round 3	8 Teams	3rd win	$3,000.00
Round 4	4 Teams	4th win	$4,000.00
Round 5	2 Teams	5th win	$5,000.00

Possible bonus computation total for winning WNIT Women's Basketball Post-Season Tournament: $15,000.00

3.2.8 ~~3.2.5~~ The Coach shall receive the sum of $5,000 ~~(amount or computation)~~ from the University ~~(College)~~ or the University's~~University (College)'s~~ designated media outlet(s) or a combination thereof each year during the term of this

Agreement in compensation for participation in media programs, ~~and~~ public appearances (Programs) and all Bengal Athletic Booster events.~~)~~. Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum.~~(terms or conditions of payment)~~ . Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University. ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University ~~(College)'s~~ designated media outlets.

3.2.7~~6~~ **(SUMMER CAMP—OPERATED BY UNIVERSITY) ~~(COLLEGE))~~** Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth Women's Basketball~~(Sport)~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's~~University (College)'s~~ camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's women's basketball~~University (College)'s football~~ camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's~~University (College)'s~~ summer women's basketball~~football~~ camps, the University ~~(College)~~ shall pay Coach any net revenues resulting from the camp ~~(amount) per year~~ as supplemental compensation during each year of his employment as head Women's Basketball ~~(Sport)~~ coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Women's Basketball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income ~~(College). This amount~~ shall be paid within 30 days after all camp expenses have been paid ~~(terms of payment)~~ .

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel,~~

~~equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~

~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~

~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____.~~

~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;~~

~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and~~

~~comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.7 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. ~~(College).~~ Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with Adidas ~~(Company Name)~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's~~University (College)'s~~ reasonable request, Coach will consult with appropriate parties concerning a Adidas~~an (Company Name)~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas ~~(Company Name)~~, or give a lecture at an event sponsored in whole or in part by Adidas ~~(Company Name)~~, or make other educationally-related appearances as may be reasonably requested by the University. ~~(College).~~ Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Basketball ~~(Sport)~~ coach. In order to avoid entering into an agreement with a competitor of Adidas ~~(Company Name)~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, ~~(Company Name),~~ and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University~~, (College),~~ the University's~~University (College)'s~~ governing board, the conference, and the NCAA; ~~(or NAIA);~~ supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's~~University (College)'s~~ athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's~~University (College)'s~~ Handbook; (c) University's~~University (College)'s~~ Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the Big Sky ~~(Sport)~~ conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University~~, (College),~~ would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's~~University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's~~University (College)'s~~ President for all athletically related income and benefits from sources outside the University ~~(College)~~

and shall report the source and amount of all such income and benefits to the University's~~University (College)'s~~ President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University~~. (College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University~~, (College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA.~~ (or NAIA).~~

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's~~University (College)'s~~ Board of ~~(~~Trustees~~ or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6~~7~~ Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University; ~~(College);~~

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference or the NCAA, ~~(NAIA),~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

d) Ten (10) working days' absence of Coach from duty without the University's~~University (College)'s~~ consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA; ~~(NAIA);~~

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's~~University (College)'s~~ governing board, the conference, or the NCAA, ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided

for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University. ~~(College).~~

5.2.1 At any time after commencement of this Agreement, University, ~~(College),~~ for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, ~~(College),~~ which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. ~~(College).~~ The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. ~~(College).~~ Termination shall be effective ten (10) days after notice is given to the University. ~~(College).~~

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, ~~(College),~~ as liquidated damages and not a penalty, ~~for the breach of this Agreement~~ the following sum: (a) if the Agreement is terminated on or before May 09, 2015, the sum of $25,000.00; (b) if the Agreement is terminated between May 10, 2015 and May 09, 2016 inclusive, the sum of $20,000.00; (c) if the Agreement is terminated between May 10, 2016 and May 09, 2017 inclusive, the sum of $10,000. _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. ~~(College).~~

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's~~University (College)'s~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University. ~~(College).~~

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's~~University (College)'s~~ student-athletes or otherwise obstruct the University's~~University (College)'s~~ ability to transact business or operate its intercollegiate athletics program.

5.6~~7~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7~~8~~ Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation

pursuant to this agreement shall be subject to the approval of the University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees,~~)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Regents or~~ Trustees~~)~~ and University's~~University (College)'s~~ rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program~~program~~), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University. ~~(College).~~

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including

financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's~~University (College)'s~~ sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: ~~(College):~~ Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President
Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach: Seton Sobolewski
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's~~University (College)'s~~ Board of ~~(Regents or~~ Trustees.~~)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY ~~(COLLEGE)~~

COACH

_____ _____

Arthur C. Vailas, President Date Seton Sobolewski

Date

Approved by the Board of ~~(Regents or~~ Trustees~~)~~ on the ____ day of _____ , 2014.~~2010.~~

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SETON SOBOLEWSKI, HEAD WOMEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on bowl game or post-season tournament/playoff eligibility as post season play is not necessarily available for this Team even if they win the conference.
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for Team winning the Big Sky Conference Tournament or obtaining a berth in the NCAA Tournament as this is more applicable to the situation.
3	3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Bonus of up to $8,000 based on the conduct and four-year NCAA APR score of the team. Bonus of up to $8,000 may be achieved based on the team's academic success and conduct in the community, determined at the discretion of the President and the Athletic Director, with the maximum bonus requiring APR rating of 80 percent or higher. Used the Team's 4-year APR ranking as the criteria for academic achievement as this has been a key focus and issue for the University.
4	3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of $3,500 if the Team wins 20 or more games in a season since this more applicable to a women's sporting event and if earned would go a long way toward increasing attendance, ticket sales and fundraising.
5	None	3.2.5 Supplemental Compensation	Added bonus opportunity for participation in "money" games. Amount is 3% of amount University is paid for playing the game or 5% if the Team wins the game. The playing of money games is an important part of the program's budget but impacts wins and losses negatively. This bonus is to offset that impact.
6	None	3.2.6 Supplemental Compensation	Added possible bonus compensation of up to $63,000 for Teams' NCAA post-season tournament wins as this would bring prestige and funds into the Program.
7	None	3.2.7 Supplemental Compensation	Added possible bonus compensation of up to $15,000 for Teams' WNIT post-season tournament wins as this would bring prestige and funds into the Program.
8	3.2.5 Supplemental Compensation	3.2.8 Supplemental Compensation	Bonus opportunity for participation in media programs and booster events set at $5,000.
9	3.2.6 Summer Camp Operated by University	3.2.9 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Women's Basketball Program.

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of a multi-year employment agreement for Chad Teichert, Head Women's Volleyball Coach

REFERENCE

June 2008	The Idaho State Board of Education approved an employment agreement with Chad Teichert
April 2011	The Idaho State Board of Education approved a new three year employment agreement with Chad Teichert

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

DISCUSSION

Idaho State University (ISU) is requesting approval for a two-year, seven-month employment agreement for Chad Teichert, Head Women's Volleyball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 3. The position is funded by state appropriated funds. This contract will provide a stable coaching environment for the volleyball program as well as stability and consistency for the Athletic Department as a whole.

IMPACT

This is an employment contract for ISU's volleyball coach. The salary is $62,337 per year, with Supplemental Compensation as follows:

Conference Champion or Co-Champion:			$2,397
Big Sky Conference Tournament Winner or NCAA Women's Volleyball Tournament berth:			$2,397
Round 1	64 Teams	1st win	$3,000
Round 2	32 Teams	2nd win	$6,000
Round 3	16 Teams	3rd win	$9,000
Round 4	8 Teams	4th win	$12,000
Round 5	4 Teams	5th win	$15,000
Round 6	2 Teams	6th win	$18,000
NCAA National Championship Winner Bonus Total:			$63,000
Annual Media Payment:			$2,000

Supplemental Compensation may also be earned, at the discretion of the president and upon approval by the Board, based on team member behavior and the team's one-year APR score based on attainment of the following levels:

960-969	= $600
970-979	= $700
980-989	= $800
990-999	= $900
1,000	= $1,000

Each year the team achieves a single-year combined average GPA of 3.2 of higher, the coach is eligible for $1,500.

The Coach is also eligible to receive other supplemental compensation through University operated summer camps.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement – Redline	Page 17
Attachment 3	Model Contract Matrix Changes	Page 35

STAFF AND COMMENTS AND RECOMMENDATIONS

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be $134,633. The academic incentives, when taken together (APR scores and GPA) are roughly equal to incentive pay for a conference championship.

Liquidated damages for the Coach terminating the contract early for his own convenience are $6,000 for the first year and $4,000 for the second year.

The employment agreement follows the Board-approved model contract except as specifically noted in Attachment 3.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to execute a two-year, eleven month employment agreement with Chad Teichert, Head Women's Volleyball Coach, for a term commencing June 23, 2014 and terminating January 20, 2017 at a base salary of $62,337.68 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Chad Teichert (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's volleyball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, seven (7) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on January 20, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of $62,337.60 for the 12 months beginning June 23, 2014, payable in biweekly installments in accordance with normal University procedures, and an annualized salary of $65,440.20 beginning June 23, 2015, through the remainder of the contract, payable in biweekly installments in accordance with normal University procedures;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Volleyball Tournament berth, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $1,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based

on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's one-year APR score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
960-969	$ 600.00
970-979	$ 700.00
980-989	$ 800.00
990-999	$ 900.00
1,000	$ 1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year the Team advances in the NCAA Women's Volleyball Tournament, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	1st win	$3,000.00
Round 2	32 Teams	2nd win	$6,000.00
Round 3	16 Teams	3rd win	$9,000.00
Round 4	8 Teams	4th win	$12,000.00
Round 5	4 Teams	5th win	$15,000.00
Round 6	2 Teams	6th win	$18,000.00

Possible national championship winner computation bonus total: $63,000.00

3.2.5 The Coach shall receive the sum of $2,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is

received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University designated media outlets.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Volleyball coach as of the ensuing January 1st, Coach shall be eligible to receive supplemental compensation in the amount of $1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year Coach shall have the opportunity to receive supplemental compensation for achieving a predetermined number of wins, and if Coach continues to be employed as University's head Volleyball coach as on the ensuing January 1st, the University shall pay to Coach supplemental compensation in one of the following amounts, determined by total wins achieved by the Team during the preceding season:

20 wins:	$ 1,000.00
22 wins:	$ 1,500.00
24 wins:	$ 2,000.00
26 wins:	$ 2,500.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer volleyballl camps, the University shall pay Coach any net revenues resulting from the camp as supplemental compensation during each year of his employment as head Volleyball coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Volleyball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income shall be paid within 30 days after all camp expenses have been paid.

3.2.9 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties

concerning a Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Volleyball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles

of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled

to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination, unless he resigns to accept a high school coaching position. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 20, 2015, the sum of $6,000.00; (b) if the Agreement is terminated between January 21, 2015 and January 20, 2016 inclusive, the sum of $4,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision,

giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University’s student-athletes or otherwise obstruct the University’s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities

are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach: Chad Teichert
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY		COACH	
_____		_____	
Arthur C. Vailas, President	Date	Chad Teichert	Date

Approved by the Board of Trustees on the ____ day of _____ , 2014.

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(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~Idaho State University (~~College)),~~University) and Chad Teichert (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ women's volleyball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the ~~University (College)'s~~University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the ~~University (College)'s~~University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~ two (2) years, seven (7) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on January 20, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~..

~~2.2.~~

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of ~~$_____ per year~~$62,337.60 for the 12 months beginning June 23, 2014, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and ~~such~~an annualized salary ~~increases as may be determined appropriate by the Director and President and approved by~~of $65,440.20 beginning June 23, 2015, through the remainder of the contract, payable in biweekly installments in accordance with normal University ~~(College)'s Board of (Regents or Trustees)~~ procedures;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the ~~University (College)'s~~University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)~~ Women's Volleyball coach as of the ensuing ~~July~~January 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation) of~~ two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility~~is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1.~~3.2.2. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Volleyball Tournament berth, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay (2/52 x Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) , and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3~~

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~ $1,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director~~.~~ and approved by the University's Board of Trustees. The determination shall be based on the following factors: ~~grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students;~~ the conduct of Team members on the University ~~(College)~~ campus, at authorized University ~~(College)~~ activities, in the community, and elsewhere~~.~~ and the Team's one-year APR score based on attainment of the following levels:

Team APR Ranking	Incentive Pay Up To:
960-969	$ 600.00
970-979	$ 700.00
980-989	$ 800.00
990-999	$ 900.00
1,000	$ 1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of ~~(Regents or~~ Trustees~~)~~ as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year the Team advances in the NCAA Women's Volleyball Tournament, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall ~~be eligible to receive~~ pay Coach supplemental compensation in an amount ~~up~~equal to ~~(amount or computation) based~~

on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider.the terms below. The determination of whetherUniversity shall determine the appropriate manner in which it shall pay Coach will receiveany such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director..

Round 1	64 Teams	1st win	$3,000.00
Round 2	32 Teams	2nd win	$6,000.00
Round 3	16 Teams	3rd win	$9,000.00
Round 4	8 Teams	4th win	$12,000.00
Round 5	4 Teams	5th win	$15,000.00
Round 6	2 Teams	6th win	$18,000.00

Possible national championship winner computation bonus total: $63,000.00

3.2.5 The Coach shall receive the sum of (amount or computation) $2,000 from the University (College) or the University (College)'sUniversity's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College).. The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Volleyball coach as of the ensuing January 1st, Coach shall be eligible to receive supplemental compensation in the amount of $1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year Coach shall have the opportunity to receive supplemental compensation for achieving a predetermined number of wins, and if Coach continues to be employed as University's head Volleyball coach as on the ensuing January 1st, the University shall pay to Coach supplemental compensation in one of the following amounts, determined by total wins achieved by the Team during the preceding season:

20 wins:	$ 1,000.00
22 wins:	$ 1,500.00
24 wins:	$ 2,000.00
26 wins:	$ 2,500.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 **(SUMMER CAMP—OPERATED BY UNIVERSITY ~~(COLLEGE))~~** Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ Volleyball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s football~~University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s~~University's summer ~~football~~volleyballl camps, ~~-~~the University ~~(College)~~ shall pay Coach ~~(amount) per year~~any net revenues resulting from the camp as supplemental compensation during each year of his employment as head ~~(Sport)~~ Volleyball coach at the University ~~(College). This amount~~, or, at Coach's option, direct any part of the net revenues as an enhancement to the Volleyball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income shall be paid ~~(terms of payment)~~ within 30 days after all camp expenses have been paid.

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~

~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~

~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~

~~e) The Coach or the private enterprise enters into a contract with University (College) and _____ (campus concessionaire) for all campus goods and services required by the camp.~~

~~f) The Coach or private enterprise pays for use of University (College) facilities including the _____ .~~

~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible;~~

~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.~~7~~9 Coach agrees that the University~~ (College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University~~ (College)~~.. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~ (Company Name)~~ Adidas to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an~~ ~~ (Company Name)~~ a Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~ (Company Name)~~ Adidas, or give a lecture at an event sponsored in whole or in part by ~~ (Company Name)~~ Adidas, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~.. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~ (Sport)~~ Women's Volleyball coach. In order to avoid entering into an agreement with a competitor of ~~ (Company Name)~~ Adidas, Coach shall submit all outside consulting agreements to the University~~ (College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~ (Company Name),~~Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University~~ (College)~~, the ~~University (College)'s~~University's governing board, the conference, and the NCAA~~ (or NAIA)~~;; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)'s~~University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) ~~University (College)'s~~University's Handbook; (c) ~~University (College)'s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ Big Sky conference of which the University~~ (College)~~ is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University~~ (College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~University's President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the ~~University (College)'s~~University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory

to University ~~(College).~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA ~~(or NAIA).~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the ~~University (College)'s~~University's Board of ~~(~~Trustees ~~or Regents)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.~~7~~6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference or the NCAA ~~(NAIA),~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA~~ member institution;

d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University~~ (College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University~~ (College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University~~ (College),~~, the ~~University (College)'s~~University's governing board, the conference, or the NCAA~~ (NAIA),~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)'s~~University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College).~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College),~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College),~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College).~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination~~.~~, unless he resigns to accept a high school coaching position. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, ~~for the breach of this Agreement~~ the following sum: _____.(a) if the Agreement is terminated on or before January 20, 2015, the sum of $6,000.00; (b) if the Agreement is terminated between January 21, 2015 and January 20, 2016 inclusive, the sum of $4,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the ~~University (College)'s~~University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~..

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University (College)'s~~University's student-athletes or otherwise obstruct the ~~University (College)'s~~University's ability to transact business or operate its intercollegiate athletics program.

5.~~7~~6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.~~8~~7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from

which such compensation is paid; and the Board of ~~(Regents or~~ Trustees~~)~~ and ~~University (College)'s~~University's rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the ~~_____ program~~Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the ~~University (College)'s~~University's direction or for the ~~University (College)'s~~University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University~~ (College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University~~ (College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University (College)'s~~University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College):~~ : Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President
Arthur Vailas
921 S. 8th Ave. Stop

Pocatello, ID 83209-

the Coach: Chad Teichert
Last known address on file with
~~University (College)'s~~University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the ~~University (College)'s~~University's prior written consent in each case, use any name, trade name,

trademark, or other designation of the University (~~College) (~~including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by ~~University (College)'s~~University's Board of ~~(Regents or~~ Trustees~~)~~ ~~.~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY ~~(COLLEGE)~~ ~~_____~~
COACH

_____ _____

~~___~~Arthur C. Vailas, President Date ~~_____~~Chad Teichert
Date

Approved by the Board of ~~(Regents or~~ Trustees~~)~~ on the ____ day of _____ , ~~2010.~~
2014.

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CHAD TEICHERT , HEAD VOLLEYBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	**ISU CONTRACT SECTION**	**JUSTIFICATION FOR MODIFICATION**
1	3.2.1 Supplemental Compensation	3.2.1 Supplemental Compensation	2 weeks pay bonus for Team being conference champion or co-champion not made contingent on post-season tournament/playoff (winning the conference tournament already qualifies the team for an automatic NCAA Tournament berth).
2	3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	2 weeks pay bonus for attaining top 25 ranking replaced with same bonus for TEAM winning the conference tournament or obtaining and NCAA tournament berth as this is a difficult task to complete.
3	3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Bonus of up to $1,000 based on the conduct and single-year NCAA APR score of the team. Bonus of up to $1,000 may be achieved based on the team's academic success and conduct in the community, determined at the discretion of the President and the Athletic Director, with the maximum bonus requiring 1,000 APR score.
4	3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Changed bonus opportunity based on program development, ticket sales and fundraising to a bonus opportunity of up to $63,000 for advancement in the NCAA Volleyball tournament, as this would be excellent for fundraising and overall promotion of the Team.
5	3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Bonus opportunity for media participation set at $2,000 and added specific reference to public appearances, as these are important requirements.
6	None	3.2.6 Supplemental Compensation	Added bonus opportunity of $1,500 based on the Team's achievement of a single-year (fall and spring semesters) combined average grade point average of 3.20 or higher.
7	None	3.2.7 Supplemental Compensation	Added bonus opportunity of up to $2,500 based on number of wins the team achieves during the course of the season.
8	3.2.6 Summer Camp Operated by University	3.2.8 Summer Camp Operated by University	University has decided to provide a University-operated summer camp only. Coach has the option not to take supplemental compensation for assisting with this camp and to instead have the funds used to enhance the budget of the Volleyball Program.

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UNIVERSITY OF IDAHO

SUBJECT

University of Idaho new hire - three-year contract for Women's Soccer Team Head Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Polices & Procedures Section II.H.1.

DISCUSSION

The University of Idaho (UI) requests Regents' approval for the employment contract for the new Women's Soccer Team Head Coach for a term of three years, commencing June 20, 2014 through June 19, 2017.

The University submits the attached multi-year contract (Attachment 1) to the Regents for approval. The primary terms of the agreement are set forth below. A redlined version showing changes from the Board model contract is contained in Attachment 2.

IMPACT

The term of the employment contract runs through June 19, 2017.

The annual base salary is $40,019.20 with the coach eligible to receive university-wide changes in employee compensation approved by the Athletic Director and the President.

Annual media payments are $15,000.00.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion or team becomes eligible for the NCAA tournament – $1,000.
2. Conference Coach of the Year or Conference Co-Coach of the year - $1,000.
3. Team finishes in the top 20 in the NCAA championship - $1,000.
4. Team qualifies for play in the Big Sky Conference (BIG SKY) tournament - $2,000.
5. Team Winning Record - $500.
6. Team Wins – 12 or more in regular season - $500.
7. Academic achievement and behavior of team based on annual APR national score exceeding 975 - $750 increased to $1,000 for annual score exceeding 985. This amount is equivalent to Conference Coach of the Year. The most recent national ranking data for the Women's Soccer Team is as follows:
    - National Single Year AVG (2011-12): 983

- University of Idaho: 988
- Percentile within sport: 30th-40th
- National Multi-year AVG (2011-12): 981
  - University of Idaho: 976
- The University scores for 2012-13[i] are:
  - Single year APR: 989
  - Multi-Year APR: 982

Maximum potential annual compensation (base salary, media payment and estimated maximum potential incentive) is $62,019.20.

Coach may participate in youth soccer camps as follows:

- Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid, OR
- In the event the University elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 Employment Agreement Page 3
Attachment 2 Employment Agreement – Redline Page 17

STAFF COMMENTS AND RECOMMENDATIONS

Staff questions the rigor of the APR baseline used for achieving academic incentive pay. Under any of the historical APR score listed above, the coach would be eligible for at least $750. As such, the baseline does not appear on its face to be a stretch goal for the coach.

Staff recommends the APR for academic incentive pay be raised to an aspirational rather than status quo score.

BOARD ACTION

I move to approve the University of Idaho's three-year employment contract with Derek Pittman, Head Women's Soccer Team Head Coach for a term commencing June 20, 2014 through June 19, 2017, at a base salary of $40,019.20 and supplemental compensation provisions in substantial conformance with the terms of the agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

[i] National information for 2012-13 is not yet available.

Draft

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Derek Pittman (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years commencing on June 20, 2014, and terminating, without further notice to Coach, on June 19, 2017, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

a) An annual salary of 40,019.20 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July 1st, Coach shall receive supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Team qualifies for play in the Big Sky Conference (BIG SKY) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach

supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and BIG SKY tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 975 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst, Coach shall receive supplemental compensation of $750. This amount shall increase to $1,000 in any year the Team's annual APR exceeds 985 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.8 The Coach shall receive the sum of $15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any

competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.9 Coach agrees that the University has the exclusive right to operate youth soccer camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth soccer camps, the University shall pay Coach the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth soccer camps on the University's campus and using its facilities under the following terms and conditions:
:

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.2.10 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations

as head women's soccer coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the

Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the soccer conference of which the University is a member.

Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amountof all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;
(d) Country club memberships;
(e) Complimentary ticket sales;
(f) Television and radio programs; and
(g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University 's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University 's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 <u>Termination of Coach for Convenience of University.</u>

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs

first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before January 31, 2015, the sum of $15,000; (b) if the

Agreement is terminated between February 1, 2015 and January 31, 2016 inclusive, the sum of $10,000; (c) if the Agreement is terminated between February 1, 2016 and June19, 2017 inclusive, there will be no buyout payment. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5. Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University’s student-athletes or otherwise obstruct the University’s ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
with a copy to:	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
the Coach:	Derek Pittman Last known address on file with University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY		COACH	
_____		_____	
Chuck Staben President	Date	Derek Pittman	Date

Approved by the Board of Regents on the ___ day of _____, 2014.

~~(MODEL ATHLETICS CONTRACT)~~
Draft
EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~(~~the University ~~(College)~~of Idaho (University), and Derek Pittman (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ women's soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University ~~(College)~~'s Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University ~~(College)~~'s President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years~~,~~ commencing on June 20, 2014, and terminating, without further notice to Coach, on June 19, 2017, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University ~~(College)~~'s Board of ~~(~~Regents ~~or Trustees)~~. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Coach:

a) An annual salary of ~~$_____~~40,019.20 per year, payable in biweekly installments in accordance with normal University ~~(College) procedures, and such salary increases as may be determined appropriate~~procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President ~~and approved by the University (College)'s Board of _(Regents or Trustees)____~~;

b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and

c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and ~~also becomes eligible for a _(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~ if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $1,000 during the fiscal year immediately following the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University ~~(College)~~'s head ~~___(Sport)~~ women's soccer coach as of the ensuing July 1st, ~~the University (College)~~Coach shall ~~pay to Coach~~receive supplemental compensation ~~in an amount equal to ___(amount or computation)__ of Coach's Annual Salary during the fiscal year in which the championship and _(bowl or other~~

post-season) eligibility are achieved.of $1,000. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. 3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) ,finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University (College)'s head (Sport) coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll.of $1,000. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Team qualifies for play in the Big Sky Conference (BIG SKY) tournament, and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team achieves a winning record at the end of the regular season (excluding any exhibition and BIG SKY tournament games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Team achieves twelve (12) wins in regular season games (excluding exhibition games), and if Coach continues to be employed as University's head coach of its intercollegiate women's soccer team as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of $500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. 3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach willIf the Team's annual APR exceeds 975 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst, Coach shall receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation

for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhereof $750. This amount shall increase to $1,000 in any year the Team's annual APR exceeds 985 and if Coach continues to be employed as University's head women's soccer coach as of the ensuing July lst. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to __(amount or computation)____ based on the overall development of the intercollegiate (men's/women's) _(Sport)__ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director.

3.2.53.2.8 The Coach shall receive the sum of (amount or computation) $15,000 from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach'Each year, one-half of this sum shall be paid prior to the first contest, and one-half shall be paid no later than two weeks after the last contest. Coach's right to receive the second half of such a payment shall vest on the date of the Team''s last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment)_____ . , provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall

not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which~~that are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

~~3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))**~~3.2.9 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ soccer camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)'s football~~'s youth soccer camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)'s summer football~~'s youth soccer camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment)~~ the remaining income from the youth soccer camps, less $500, after all claims, insurance, and expenses of such camps have been paid.

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may~~Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth soccer camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate ~~a summer~~ youth ~~(Sport) camp at~~soccer camps on the University ~~(College)~~'s campus and using its facilities under the following terms and conditions:
:

a) The summer youth camp operation reflects positively on the University ~~(College)~~of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University ~~(College)~~of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

c) Assistant coaches at the University ~~(College)~~of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA ~~(NAIA)~~, Conference, and University ~~(College)~~of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University ~~(College) and _____ (campus concessionaire)~~of Idaho and Sodexho for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University ~~(College) facilities including the _____~~of Idaho facilities; such rate to be set at the rate charged as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible~~;~~.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University ~~(College)~~of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University ~~(College)~~of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University ~~(College)~~of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University ~~(College)~~of Idaho shall be released from all obligations relating thereto.

~~3.2.7~~3.2.10 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) product's~~Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ women's soccer coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University ~~(College)~~'s Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ soccer conference of which the University ~~(College)~~ is a member.

~~4.2~~ Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report~~provide a written detailed account of the source and ~~amount of~~amountof

all such income and benefits to the University ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

(a) Income from annuities;
(b) Sports camps;
(c) Housing benefits, including preferential housing arrangements;
(d) Country club memberships;
(e) Complimentary ticket sales;
(f) Television and radio programs; and
(g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University ~~(College)~~'s Board of ~~(Trustees or~~ Regents~~)~~.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

~~4.7~~4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and

regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach

knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: before the effective date of the suspension, reassignment, or termination, the Director or his or her designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University ~~(College)~~ shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University ~~(College)~~'s obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall ~~be obligated~~pay to ~~pay~~ Coach~~, as liquidated damages and not a penalty,~~ the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends~~;~~ or until Coach obtains reasonably comparable employment, whichever occurs first, provided~~,~~ however, in the event Coach obtains ~~other~~lesser employment ~~of any kind or nature~~ after such termination, then the amount of compensation ~~the~~ University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such ~~other~~lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the ~~other~~lesser employment, then subtracting from this adjusted gross compensation ~~deduction~~deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment~~,~~ and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. ~~Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment.~~ Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 ~~The parties have both~~University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations ~~and~~. The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College), which damages~~that are extremely difficult to determine with certainty. The parties further

agree that the payment of such ~~liquidated damages~~compensation by University~~ (College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach~~ for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are~~. Such compensation is not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University~~ (College)~~. Termination shall be effective ten (10) days after notice is given to the University~~ (College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University~~ (College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College), as liquidated damages and not a penalty, the following sum: _____. The liquidated damages~~the following sums: (a) if the Agreement is terminated on or before January 31, 2015, the sum of $15,000; (b) if the Agreement is terminated between February 1, 2015 and January 31, 2016 inclusive, the sum of $10,000; (c) if the Agreement is terminated between February 1, 2016 and June19, 2017 inclusive, there will be no buyout payment. Sums shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~The parties have both~~University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations~~ and~~. The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience~~, which damages~~ that are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~sums by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University~~ (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages~~. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University~~ (College)~~.

~~5.3.5~~5.3.5. Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University ~~(College)~~'s student-athletes or otherwise obstruct the University ~~(College)~~'s ability to transact business or operate its intercollegiate athletics program.

~~5.7~~5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8~~5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule

Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University ~~(College)~~'s Board of ~~(~~Regents ~~or Trustees)~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University ~~(College)~~'s Board of ~~(~~Regents ~~or Trustees)~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(~~Regents ~~or Trustees)~~ and University ~~(College)~~'s rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University ~~(College)~~'s direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University ~~(College)~~'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~:	Director of Athletics University of Idaho P.O. Box 442302 Moscow, Idaho 83844-2302
with a copy to:	President University of Idaho P.O. Box 443151 Moscow, ID 83844-3151
the Coach:	Derek Pittman Last known address on file with University ~~(College)~~'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University ~~(College)~~'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University ~~(College)~~'s Board of ~~(~~Regents ~~or Trustees)~~.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney and has either consulted with legal counsel or chosen not to. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY ~~(COLLEGE)~~		COACH	
_____		_____	
Chuck Staben	Date	Derek Pittman	Date
~~,~~ President	~~Date~~		~~Date~~

Approved by the Board of ~~(~~Regents ~~or Trustees)~~ on the ___ day of _____, ~~2010.~~2014.

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TAB	DESCRIPTION	ACTION
1	**FY 2015 OPERATING BUDGETS**	Motion to approve
2	**ATHLETICS – FY 2015 OPERATING BUDGET REPORTS**	Motion to approve
3	**FY 2016 LINE ITEMS**	Motion to approve
4	**AMENDMENT TO BOARD POLICY** Section V.R. – Establishment of Fees – First Reading	Motion to approve
5	**AMENDMENT TO BOARD POLICY** Section V.T. – Fee Waivers - First Reading	Motion to approve
6	**AMENDMENT TO BOARD POLICY** Section V.X. – Intercollegiate Athletics - First Reading	Motion to approve
7	**AMENDMENT TO BOARD POLICY** Section V.I. – Real and Personal Property and Services - Second Reading	Motion to approve
8	**AMENDMENT TO BOARD POLICY** Section V.K. – Construction Projects - Second Reading	Motion to approve
9	**AMENDMENT TO BOARD POLICY** Section V.W. – Litigation - Second Reading	Motion to approve
10	**BOISE STATE UNIVERSITY** Agreement for Football Stadium Naming Rights with Albertsons	Motion to approve
11	**BOISE STATE UNIVERSITY** Facility Lease with Gardner and Company	Motion to approve

TAB	DESCRIPTION	ACTION
12	**IDAHO STATE UNIVERSITY** Report of the Bengal Pharmacy LLC	Information item
13	**UNIVERSITY OF IDAHO** Authorization for Issuance of General Revenue Bonds	Motion to approve
14	**LEWIS-CLARK STATE COLLEGE** FY2015 Athletic Limit Increase	Motion to approve

SUBJECT

Approval of FY 2015 Appropriated Funds Operating Budgets

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section V.B.3.b.ii., 4.b., 5.c, 6.b.

BACKGROUND/DISCUSSION

Per Board policy, each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other.

For the appropriated funds operating budget, Board policy provides as follows: "each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director, for review and formal approval before the beginning of the fiscal year." The appropriated operating budgets have been developed based on appropriations passed by the Legislature during the 2014 session.

For the college and universities' non-appropriated operating budgets, Board policy requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are submitted to the Board office and are available to Board members.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e. General Funds, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary professional-technical education and agricultural research & extension, supplemental information is provided including personnel costs summarized by type of position. The college and universities' reports only contain information about appropriated funds, which include state General Funds, endowment funds, and appropriated student fees.

IMPACT

Approval of the budgets establishes agency and institutional fiscal spending plans for FY 2015, and allows the agencies and institutions to continue operations from FY 2014 into FY 2015.

ATTACHMENTS

Attachment 1 – FY15 Operating Budgets Index Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Budgets were developed according to legislative intent and/or Board guidelines. Staff calculated the average salary increase by classification for each institution. There was funding for a 1% one-time and 1% ongoing Change in Employee Compensation (CEC) in FY 2015. Representatives from the institutions will be available to answer specific questions.

Page 32 presents a system-wide summation of personnel costs by institution, by classification and also includes the number of new positions added at each institution. Board policy only requires Board approval for the following positions:

- Any position at a level of vice-president (or equivalent) and above, regardless of funding source.
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the only time the Board sees the number of new positions added year-over-year.

The lists of FY 2015 maintenance projects recommended by the Permanent Building Fund Advisory Council is included starting at page 45.

BOARD ACTION

I move to approve the FY 2015 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, College and Universities, Postsecondary Professional-Technical Education, Agricultural Research & Extension Service, Health Education Programs and Special Programs, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FY15 AGENCIES & INSTITUTIONS OPERATING BUDGETS INDEX

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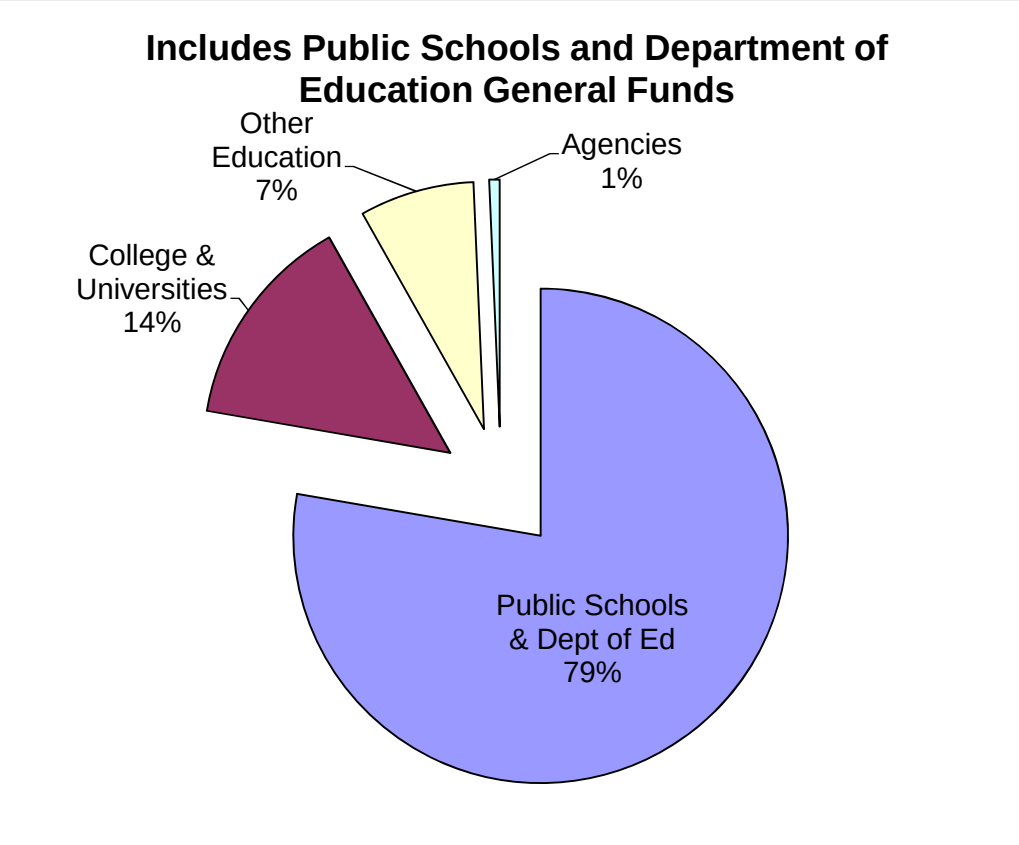
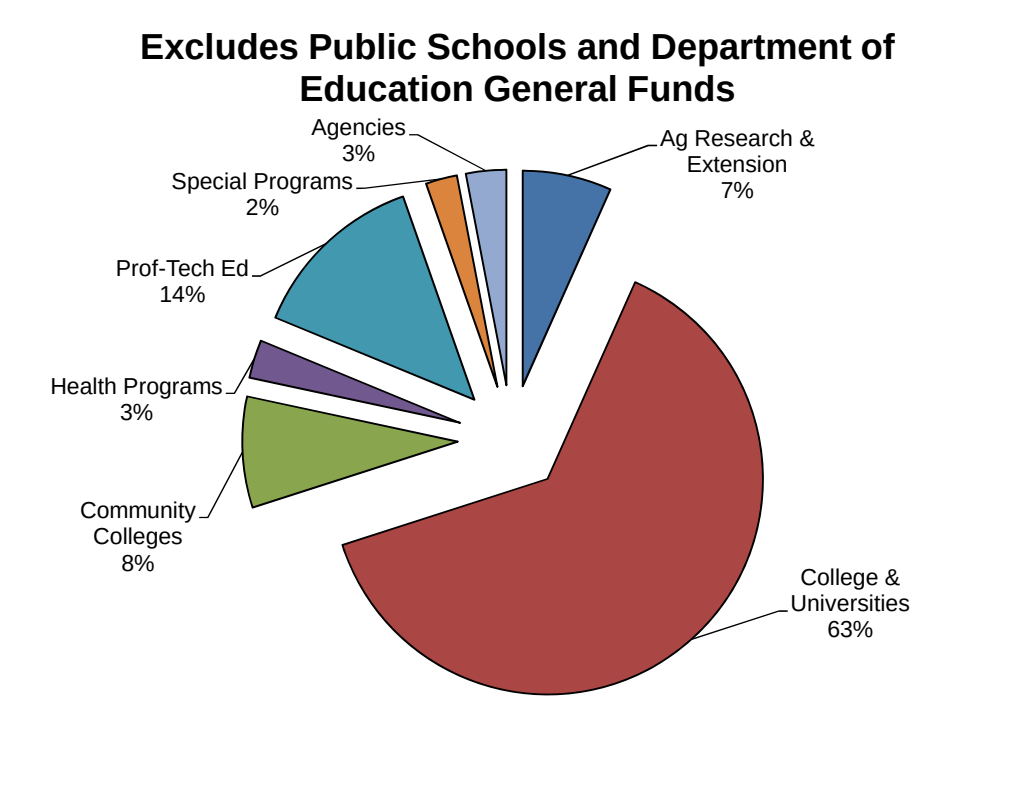
State Board of Education

FY15 General Funds by Program





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OFFICE OF THE STATE BOARD OF EDUCATION
FY 2015 Operating Budget

	FY 2014 BUDGET	FY 2015 BUDGET	PERCENT of CHANGE
By Cost Center:			
Office of the State Board of Education			
Management Services	1,762,900	1,556,900	-11.69%
Charter School Commission	313,900	313,900	0.00%
Academic Services	10,751,900	10,929,500	1.65%
Research Services	1,890,000	1,895,300	0.28%
Fiscal Services	355,500	352,000	-0.98%
System Wide Needs	1,097,200	1,001,100	-8.76%
Total Programs	**16,171,400**	**16,048,700**	-0.76%
By Fund Source:			
General Fund	2,425,000	2,245,000	-7.42%
General Fund - Scholarships	6,663,300	6,663,300	0.00%
Federal Funds	2,133,400	2,163,600	1.42%
Federal Funds - GEARUP	1,688,000	1,688,400	0.02%
Miscellaneous Revenue	2,934,300	3,206,600	9.28%
Miscellaneous - Opportunity Fund	275,800	50,000	-81.87%
Indirect Cost Recovery Fund	51,600	31,800	-38.37%
Total Funds	**16,171,400**	**16,048,700**	-0.76%
By Expenditure Classification:			
Personnel Costs	2,020,100	2,238,800	10.83%
Operating Expenditures			
Communications	44,800	44,800	0.00%
Conference Registrations	59,300	59,300	0.00%
Employee Dev./Memberships	173,000	174,900	1.10%
Professional & Other Services	1,803,900	1,834,800	1.71%
Travel	180,900	180,900	0.00%
Supplies & Scholarships	825,200	825,200	0.00%
Other	381,300	381,300	0.00%
Total Operating Expenditures	3,468,400	3,501,200	0.95%
Capital Outlay	10,400	12,400	N/A
Trustee/Benefit Payments	10,672,500	10,296,300	-3.52%
Lump Sum	0	0	N/A
Total Expenditures	**16,171,400**	**16,048,700**	-0.76%
Full Time Positions	23.75	25.60	7.79%

Budget Overview

The Office of the State Board of Education received a 1% one-time CEC and a 1% ongoing CEC. The decrease in Management Services is due to timing of a federal grant offseting the increase in CEC and $78.1k for Web Developer. The increase in Academic Services includes timing of some federal programs. System Wide Needs decreased due to moving $78.1k for the Web Developer to the OSBE budget. The reduction in the General Fund includes $54.3k for the CEC increases offset by a reduction to SWCAP of $17.8k and increases for Education Task Force of $30k and Data Security for $43k. These net increases were offset by $311k in General Funds moving to the Charter Commission under Miscellaneous Funds. Miscellaneous Fund increased due to the shift to the Charter Commission Fund noted above combined with a $55k increase to Proprietary Schools and savings to System Wide Needs in FY2014.

Personnel Costs increases include $30.7k for benefits, $37.4k for CEC, $78.1k for a web developer, $25.3k for Proprietary Schools, .5 FTP and $40k for Data Security, and a reduction of $69.8k for CACG grant. The decrease in Trustee/Beneift payments reflects the plan not to use the Opportunity Scholarship corpus and

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IDAHO PUBLIC TELEVISION
FY 2015 Operating Budget

		FY 2014* BUDGET	FY 2015* BUDGET	PERCENT of CHANGE
By Program:				
Delivery System and Administration:				
Technical Services	(1)	1,827,900	1,993,830	9.08%
Administration	(2)	1,244,200	1,428,300	14.80%
Educational Content:				
Programming Acquisitions	(3)	1,431,700	1,556,960	8.75%
IdahoPTV Productions	(4)	1,402,000	1,393,020	-0.64%
Special Productions	(5)	80,000	35,000	
Communications	(6)	726,500	643,590	-11.41%
Development		997,700	1,017,300	1.96%
Total Programs		**7,710,000**	**8,068,000**	4.64%
By Fund Source:				
General Fund - PC/OE	(7)	1,524,700	2,013,500	32.06%
General Fund - Capital (One-Time)	(7)	302,100	187,200	-38.03%
Federal Funds	(8)	208,870	23,000	-88.99%
Local Funds		5,594,330	5,809,300	3.84%
Special Productions		80,000	35,000	
Total Funds		**7,710,000**	**8,068,000**	4.64%
By Expenditure Classification:				
Personnel Costs	(9)	3,919,400	4,159,600	6.13%
Operating Expenditures:				
Programming Rights and Other	(3)	1,317,900	1,433,550	8.78%
Production, Training and Other	(10)	359,700	280,820	-21.93%
Repair/Maintenance and Leases	(11)	700,100	765,650	9.36%
Professional & Other Services	(10)	590,000	545,180	-7.60%
Utility Costs		118,000	125,000	5.93%
Total Operating Expenditures		3,085,700	3,150,200	2.09%
Capital Outlay	(1)	704,900	758,200	7.56%
Total Expenditures		**7,710,000**	**8,068,000**	4.64%
FTP Count		59.0	60.0	1.69%

Notes:

(1) Increase in planned capital equipment replacement with higher level of state funding.
(2) Increases in health premiums, CEC and additional FTP
(3) PBS FY 2015 dues increases.
(4) Both years include production equipment replacement if funding is secured.
(5) Special productions only occur if funding is secured for the project; fewer projects.
(6) Reduction in personnel costs that was reallocated elsewhere.
(7) Legislature moved $400k up to operating expenditures from capital outlay.
(8) Federal grant programs eliminated; decreases reflect remaining federal grant projects under way.
(9) Health premium increases and 2% change in employee compensation (CEC).
(10) Cut costs to pay for personnel cost increases.
(11) Increased repair and maintenance on aging equipment plus increases lease costs.
* FY 2014 budget per SB1168; FY 2015 budget per SB1397

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DIVISION OF VOCATIONAL REHABILITATION

FY 2015 Operating Budget

	FY 2014 BUDGET	FY 2015 BUDGET	PERCENT of CHANGE
By Program:			
Renal Disease	0	0	
Vocational Rehabilitation	19,049,300	19,870,400	4.31%
Comm. Supp. Employ. Work Svcs. (CSE)	3,880,200	3,896,500	0.42%
Council for the Deaf & Hard of Hearing	193,200	199,300	3.16%
Total Programs	**23,122,700**	**23,966,200**	3.65%
By Fund Source:			
General Fund	7,304,000	7,493,900	2.60%
Federal Funds	13,766,500	14,430,100	4.82%
Miscellaneous Revenue	970,700	960,700	-1.03%
Dedicated Funds	1,081,500	1,081,500	0.00%
Total Funds	**23,122,700**	**23,966,200**	3.65%
By Expenditure Classification:			
Personnel Costs	10,160,700	9,740,500	-4.14%
Operating Expenditures			
Communications	250,000	250,000	0.00%
Employee Dev./Memberships	59,300	59,300	0.00%
Professional & General Services	517,500	555,000	7.25%
Travel	90,000	96,000	6.67%
Supplies & Insurance	111,000	114,000	2.70%
Rents	430,000	430,000	0.00%
Other	20,000	20,000	0.00%
Total Operating Expenditures	1,477,800	1,524,300	3.15%
Capital Outlay	48,800	68,500	40.37%
Trustee/Benefit Payments	11,435,400	12,632,900	10.47%
Total Expenditures	**23,122,700**	**23,966,200**	3.65%
Full Time Positions	148.00	152.50	3.04%

Budget Overview

Senate Bill 1389 appropriates moneys for the Division of Vocational Rehabilitation for FY 2015.

Appropriations for Personnel Costs were reduced in FY 2015 by $1,078,500 and Trust and Benefits were increased by the same amount in FY 2015. In FY 2014 the amount was incorrectly classified. An increase in appropriations of $431,200 (and 4.5 FTP) was approved to expand a program with the Department of Corrections. Personnel costs were increased by $156,200 to implement a 1% on-going salary increase and a one-time 1% salary increase. State allocations increased by $37,500 and benefits by $207,900.

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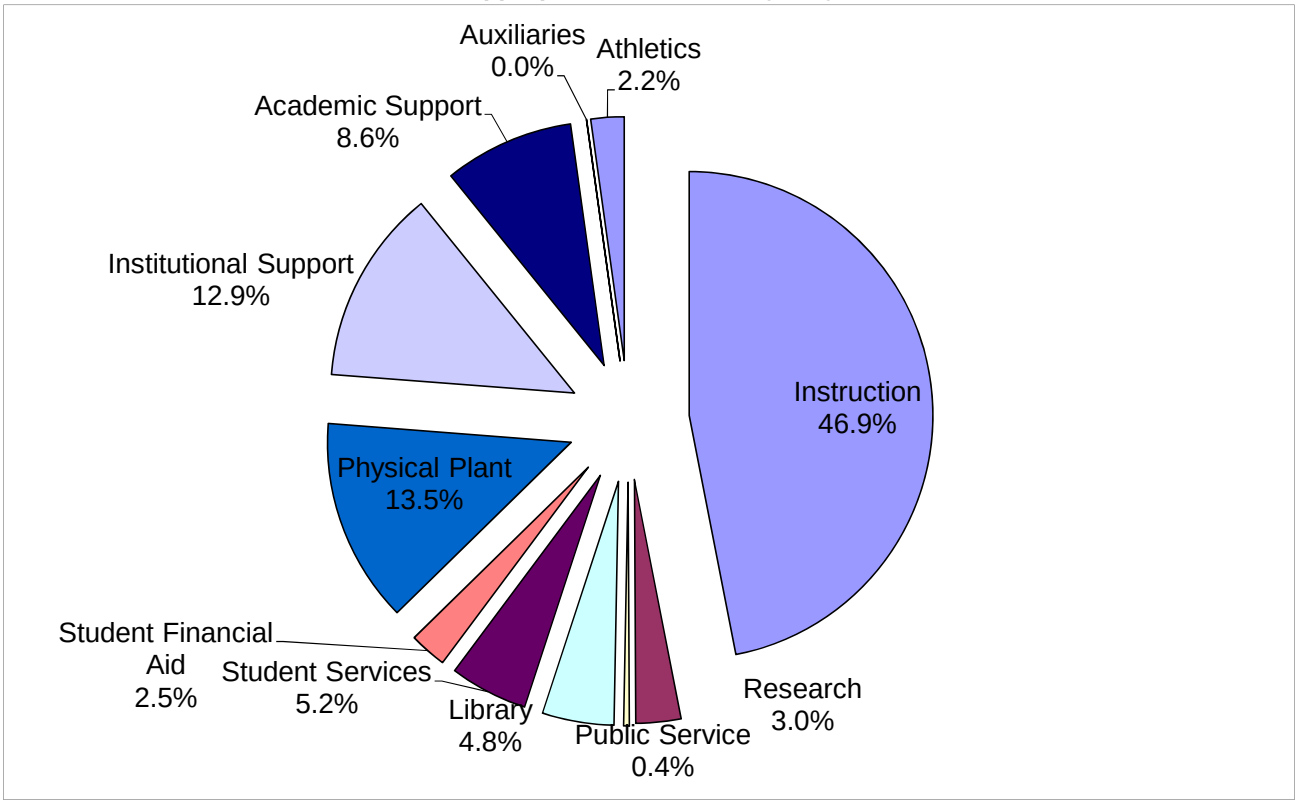
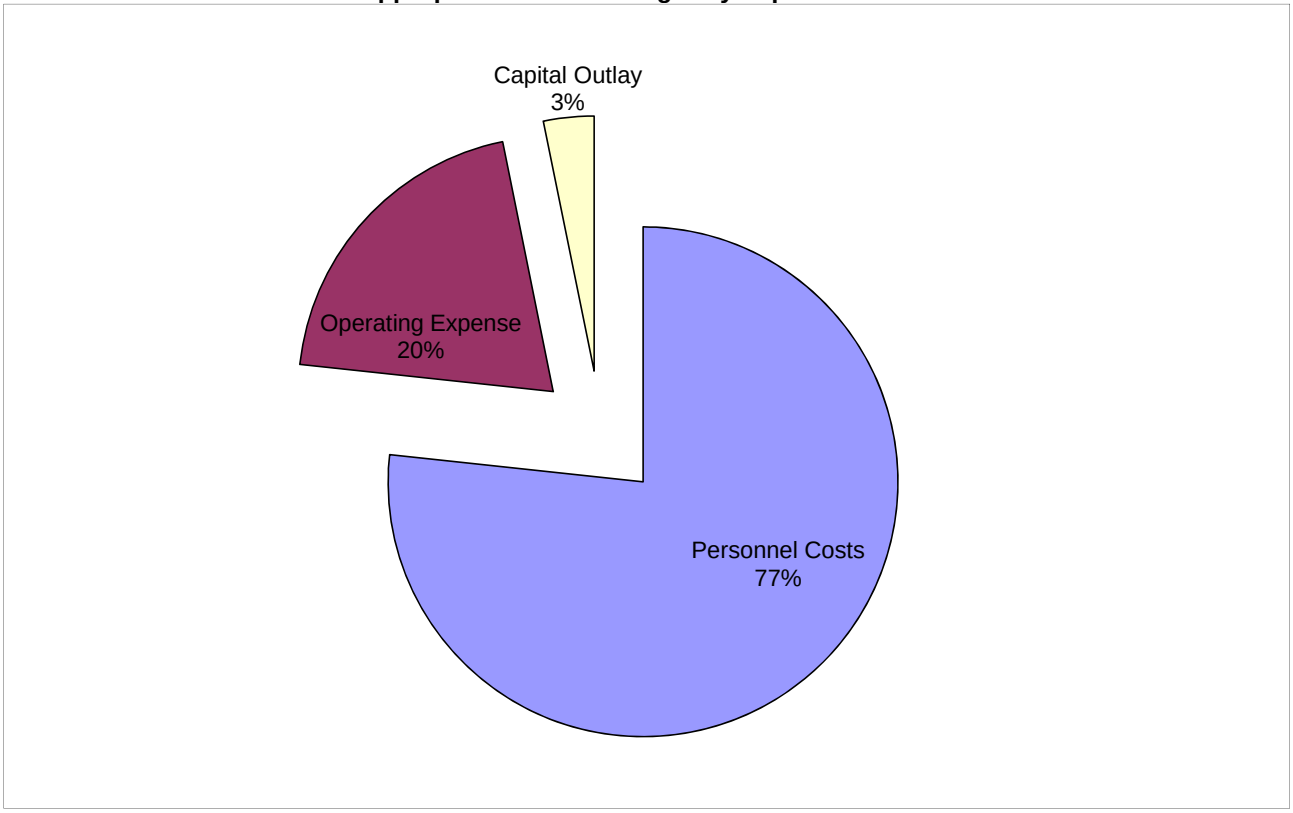
COLLEGE & UNIVERSITIES

FY 2015 Appropriated Funds Budget By Function



FY 2015 Appropriated Funds Budget By Expenditure Classification



COLLEGE & UNIVERSITIES SUMMARY

Budget Distribution by Activity and Expense Class

July 1, 2014 - June 30, 2015

Appropriated Funds

		FY2014 Original Budget		FY2015 Original Budget		Changes from	
		Amount	% of Total	Amount	% of Total	Amount	% Chge
	Revenue by Source						
1	State General Account - ongoing	$232,025,500	49.39%	$240,637,000	48.12%	$8,611,500	3.71%
2	State General Account - one time	0	0.00%	5,947,400	1.19%	5,947,400	0.00%
3	State Endowments	10,729,200	2.28%	12,461,200	2.49%	1,732,000	16.14%
4	Student Tuition and Fees	226,999,800	48.32%	241,069,500	48.20%	14,069,700	6.20%
5	Total Operating Revenues	$469,754,500	100.00%	$500,115,100	100.00%	$30,360,600	6.46%
	Expenses						
6	**By Function:**						
7	Instruction	$219,963,067	47.01%	$230,438,894	46.92%	$10,475,827	4.76%
8	Research	13,628,658	2.91%	14,698,993	2.99%	1,070,335	7.85%
9	Public Service	1,779,989	0.38%	1,839,633	0.37%	59,644	3.35%
10	Library	22,126,774	4.73%	23,332,213	4.75%	1,205,439	5.45%
11	Student Services	23,811,775	5.09%	25,370,180	5.17%	1,558,405	6.54%
12	Student Financial Aid	11,153,714	2.38%	12,102,076	2.46%	948,362	8.50%
13	Physical Plant	64,451,194	13.77%	66,540,257	13.55%	2,089,063	3.24%
14	Institutional Support	61,351,625	13.11%	63,596,163	12.95%	2,244,538	3.66%
15	Academic Support	39,489,787	8.44%	42,387,202	8.63%	2,897,415	7.34%
16	Auxiliaries	11,400	0.00%	11,400	0.00%	0	0.00%
17	Athletics	10,154,052	2.17%	10,811,550	2.20%	657,498	6.48%
18	**Total Bdgt by Function**	$467,922,035	100.00%	$491,128,561	100.00%	$23,206,526	4.96%
19	**By Expense Class:**						
20	Personnel Costs:						
21	Salaries:						
22	Faculty	$138,842,124	29.67%	$144,161,622	29.35%	$5,319,498	3.83%
23	Executive/Admin	16,800,888	3.59%	17,587,635	3.58%	786,747	4.68%
24	Managerial/Prof	56,622,388	12.10%	59,239,287	12.06%	2,616,899	4.62%
25	Classified	39,923,030	8.53%	42,134,254	8.58%	2,211,224	5.54%
26	Grad Assist	9,093,864	1.94%	9,595,244	1.95%	501,380	5.51%
27	Irregular Help	6,151,823	1.31%	6,357,788	1.29%	205,965	3.35%
28	Total Salaries	$267,434,117	57.15%	$279,075,830	56.82%	$11,641,713	4.35%
29	Personnel Benefits	91,078,430	19.46%	97,560,238	19.86%	6,481,808	7.12%
30	Total Pers Costs	$358,512,547	76.62%	$376,636,068	76.69%	$18,123,521	5.06%
31	Operating Expense:						
32	Travel	1,389,645	0.30%	1,506,415	0.31%	116,770	8.40%
33	Utilities	19,883,853	4.25%	19,511,048	3.97%	(372,805)	-1.87%
34	Insurance	2,708,570	0.58%	2,708,966	0.55%	396	0.01%
35	Other Oper. Exp	69,896,018	14.94%	75,083,679	15.29%	5,187,661	7.42%
36	Total Oper. Exp	$93,878,086	20.06%	$98,810,108	20.12%	$4,932,022	5.25%
37	Capital Outlay:						
38	Depart Equipment	4,782,475	1.02%	4,256,105	0.87%	(526,370)	-11.01%
39	Library Acquisitions	10,748,927	2.30%	11,426,280	2.33%	677,353	6.30%
40	Total Cap Outlay	$15,531,402	3.32%	$15,682,385	3.19%	$150,983	0.97%
41	**Tot Bdgt by Exp Class**	$467,922,035	100.00%	$491,128,561	100.00%	$23,206,526	4.96%
42	One-time CEC/Bonus	$0		$2,109,300		$2,109,300	
43	One-time Other	$1,832,465		$6,877,239		$5,044,774	
44	**Activity Total**	$469,754,500		$500,115,100		$30,360,600	6.46%
45	**TOTAL FTE POSITIONS**	4,122.43		4,226.02		103.59	2.51%

BOISE STATE UNIVERSITY
FY2015 BUDGET OVERVIEW
Appropriated Funds

FY 2014 Base Operating Budget	**$159,834,500**
Adjustments to Base from State Funds	
Personnel Benefits (Health Insurance Costs)	1,058,900
CEC – 1% Merit Pool	589,200
Payline Adj. Classified Employees	15,700
60% Initiative	1,379,000
Occupancy Costs	334,300
CAES	333,300
Net Reduction SWCAP	(31,200)
Reduction in Enrollment Workload Funding	(219,200)
NET INCREASE IN BASE STATE FUNDING	**$3,460,500**
Increases from Student Tuition/Fees	**7,269,800**
FY 2015 Base Operating Budget	**$170,564,800**
One-time increases from State General Account and Student Tuition and Fees	**$3,114,400**

Boise State's FY 2015 base operating budget of $170,564,800 is a $10.7 million increase over the previous year's base funding. The majority of the new funding will come from student tuition and fees, which will increase an average of 4%. The State general account funding comprises 47% of the base operating budget and totals $80,770,800, and student tuition and fees comprise 53% of the base operating budget for a total of $89,794,000.

Following are highlights of the FY 2015 appropriated operating budget.

- Health insurance costs continue to increase. The employer costs will be covered with partial funding from the State and the remaining from student tuition and fees. Total fringe costs are estimated to increase $3.5 million.

- Salary Adjustments - State funding will partially cover the 1% merit based permanent increases, and student tuition and fees are required for approximately

half of the cost. The total cost is $1.15 million. In addition, reallocations of base funding enabled equity adjustments for some faculty and staff. The increases are targeted for employees furthest away from benchmark data (CUPA comparisons for faculty and compa-ratios for staff). There is also one-time funding from the State to administer a one-time merit increase. Since State funding only covers about half of the need, student tuition and fees will cover the remainder. Total cost for the one-time merit pay is $1.15 million.

- 60% Initiative – State funding of $1,379,000 is provided to assist with the university meeting the 60% goal by 2020. This amount is 20% of what was requested; therefore student tuition and fee revenues will be used to ensure necessary progress is made towards realizing this goal. New academic positions, including academic student advisors are the positions intended to utilize this funding. These positions have been strategically identified in targeted areas with the intention of enhancing instructional capacity, reducing bottlenecks and enhancing student success.

- $334,000 in occupancy funds will be allocated to hire custodians, pay utility costs and fund on-going maintenance needs for The BoDo Center and University Drive Annex. Total square feet of these two facilities is 54,000.

- Center for Advanced Energy Studies (CAES) will receive an allocation of $333,300 – to be used to hire graduate students and enable faculty led research efforts to grow.

- Projected revenue growth from student tuition and fees is based on flat enrollments. Current data suggests enrollments may be up in non-resident students and stable (flat) in resident students. $1.895 million of the estimated new tuition and fee revenues are required to cover unfunded fund shifts.

- Prioritized budget needs identified during the university's annual budget process continued to focus on fully funding existing permanent positions (previously funded with one-time sources). In addition the FY 2015 budget will fund several adjunct to lecturer conversions, additional new lecturer positions to assist with the course bottleneck challenges, and increased funding for library materials. Reallocations will permanently fund the Material Science PhD Program now that the Micron grant funds are close to being depleted.

- One-time funds will be used for the 1% one-time merit based pay, security needs due to recent Legislation and one-time academic needs identified thru the annual budget process.

The intense review process associated with Program Prioritization is in the final stages of completion with results scheduled to be provided in July and August. Re-allocation opportunities have been identified through this process. It is anticipated that some reallocations will occur in FY 2015 and others will likely occur in subsequent years.

BOISE STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2014 - June 30, 2015

Appropriated Funds

		FY2014 Original Budget		FY2015 Original Budget		Changes from Prior Year	
		Amount	% of Total	Amount	% of Total	Amount	% Chge
	Revenue by Source						
1	State General Account - ongoing	$77,310,300	48.28%	$80,770,800	46.51%	$3,460,500	4.48%
2	State General Account - one time		0.00%	2,278,800	1.31%	2,278,800	0.00%
3	State Endowments		0.00%		0.00%	0	0.00%
4	Student Tuition and Fees	82,819,800	51.72%	90,629,600	52.18%	7,809,800	9.43%
5	Total Operating Revenues	$160,130,100	100.00%	$173,679,200	100.00%	$13,549,100	8.46%
	Expenses						
	By Function:						
6	Instruction	$79,356,774	49.56%	$84,487,607	49.53%	$5,130,833	6.47%
7	Research	3,861,019	2.41%	4,209,380	2.47%	348,361	9.02%
8	Public Service	1,568,673	0.98%	1,518,438	0.89%	(50,235)	-3.20%
9	Library	7,008,037	4.38%	7,266,866	4.26%	258,829	3.69%
10	Student Services	7,900,142	4.93%	8,510,270	4.99%	610,128	7.72%
11	Student Financial Aid	1,560,816	0.97%	1,617,278	0.95%	56,462	3.62%
12	Physical Plant	16,985,014	10.61%	17,502,770	10.26%	517,756	3.05%
13	Institutional Support	23,382,475	14.60%	25,019,211	14.67%	1,636,736	7.00%
14	Academic Support	15,991,350	9.99%	17,761,080	10.41%	1,769,730	11.07%
15	Auxiliaries		0.00%		0.00%	0	0.00%
16	Athletics	2,515,800	1.57%	2,671,900	1.57%	156,100	6.20%
17	**Total Bdgt by Function**	$160,130,100	100.00%	$170,564,800	100.00%	$10,434,700	6.52%
18	**By Expense Class:**						
19	Personnel Costs:						
20	Salaries:						
21	Faculty	$51,732,113	32.31%	$54,732,127	32.09%	$3,000,014	5.80%
22	Executive/Admin	5,441,957	3.40%	5,756,122	3.37%	314,165	5.77%
23	Managerial/Prof	23,285,679	14.54%	25,227,080	14.79%	1,941,401	8.34%
24	Classified	10,091,858	6.30%	10,281,157	6.03%	189,299	1.88%
25	Grad Assist	4,010,238	2.50%	4,211,635	2.47%	201,397	5.02%
26	Irregular Help	1,220,491	0.76%	1,154,343	0.68%	(66,148)	-5.42%
27	Total Salaries	$95,782,336	59.82%	$101,362,464	59.43%	$5,580,128	5.83%
28	Personnel Benefits	32,685,095	20.41%	36,242,603	21.25%	3,557,508	10.88%
29	Total Pers Costs	$128,467,431	80.23%	$137,605,067	80.68%	$9,137,636	7.11%
30	Operating Expense:						
31	Travel	$512,856	0.32%	$579,388	0.34%	66,532	12.97%
32	Utilities	4,030,906	2.52%	3,692,406	2.16%	(338,500)	-8.40%
33	Insurance	837,480	0.52%	878,992	0.52%	41,512	4.96%
34	Other Oper. Exp	21,614,673	13.50%	23,091,347	13.54%	1,476,674	6.83%
35	Total Oper. Exp	$26,995,915	16.86%	$28,242,133	16.56%	$1,246,218	4.62%
36	Capital Outlay:						
37	Depart Equipment	$1,874,458	1.17%	$1,770,304	1.04%	(104,154)	-5.56%
38	Library Acquisitions	2,792,296	1.74%	2,947,296	1.73%	155,000	5.55%
39	Total Cap Outlay	$4,666,754	2.91%	$4,717,600	2.77%	$50,846	1.09%
40	**Tot Bdgt by Exp Class**	$160,130,100	100.00%	$170,564,800	100.00%	$10,434,700	6.52%
41	One-time CEC/Bonus	$0		$1,149,100		$1,149,100	
42	One-time Other	$0		$1,965,300		$1,965,300	
43	**Activity Total**	$160,130,100		$173,679,200		$13,549,100	8.46%
44	**TOTAL FTE POSITIONS**	1,411.00		1,474.62		63.62	4.51%

BOISE STATE UNIVERSITY

Summary of Salary Changes for FY2015 by Employee Group

	Existing Positions								Position Adjustments		Total		
Institution/Agency by Group	FY14 FTE	FY2014 Salary Base	Promotion	Salary Adjustments Perf/Exp/Merit	Salary Adjustments Equity	Total		% Incr	FTE	Salary Base	FY15 FTE	FY15 Salary	% change
General Education (Approp Only)													
Faculty													
Professor	165.95	13,969,682.00	$132,334	$147,378	$928,954	$1,208,666	$15,178,348	0.09	0.07	25,004	166.02	15,203,352	8.8%
Associate Professor	211.65	14,282,090.00	$167,350	$143,382	$90,421	$401,153	$14,683,243	2.8%	2.13	107,298	213.78	14,790,541	3.6%
Assistant Professor	143.33	8,360,277.00	$50,570	$87,043	$7,976	$145,589	$8,505,866	1.7%	5.09	-133,830	148.42	8,372,036	0.1%
Instr/Lect	94.39	4,120,064.00	$117,711	$63,839	$94,466	$276,016	$4,396,080	6.7%	13.83	870,118	108.22	5,266,198	27.8%
Part-Time Instructor	0.00	11,000,000.00	$0			$0	$11,000,000	0.0%	0.00	-607,336	0.00	10,392,664	-5.5%
Total Faculty	615.32	51,732,113.00	$467,965	$441,642	$1,121,817	$2,031,424	$53,763,537	3.9%	21.12	261,254.00	636.44	54,024,791	4.4%
Executive/Administrative	36.04	5,441,957.00	$142,168	$32,567	$133,120	$307,855	$5,749,812	5.7%	0.04	6,310	36.08	5,756,122	5.8%
Managerial/Professional	412.03	23,285,679.00	$225,585	$292,140	$302,155	$819,880	$24,105,559	3.5%	40.44	1,721,521	452.47	25,827,080	10.9%
Classified	347.61	10,091,858.00	$21,008	$106,958	$139,954	$267,920	$10,359,778	2.7%	2.02	-78,621	349.63	10,281,157	1.9%
Student/Teaching Assistant	0.00	4,010,238.00				$0	$4,010,238	0.0%	0.00	201,397	0.00	4,211,635	5.0%
Irregular Help	0.00	1,220,491.00				$0	$1,220,491	0.0%	0.00	41,188	0.00	1,261,679	3.4%
Total	1,411.00	95,782,336.00	$856,726	$873,307	$1,697,046	$3,427,079	$99,209,415	3.6%	**63.62**	2,153,049.00	1,474.62	101,362,464.00	5.8%
										0.05			
										0.03			
Idaho Small Business Development Center													
Faculty													
Professor						0	0	0.0%					
Associate Professor						0	0	0.0%					
Assistant Professor						0	0	0.0%					
Instr/Lect						0	0	0.0%					
Part-Time Instructor						0	0	0.0%					
Total Faculty		0	0	0	0	0	0	0.0%					
Executive/Administrative						0	0	0.0%					
Managerial/Professional	0.79	55,967		56	0	56	56,023	0.1%	-0.33	-28,957	0.46	27,066	
Classified						0	0	0.0%					
Student/Teaching Assistant						0	0	0.0%					
Irregular Help		2,000					2,000				0.00	2,000	
Total	0.79	57,967	0	0	0	0	58,023	0.0%	-0.33	-28,957.00	0.46	29,066	
TechHelp													
Faculty													
Professor						$0.00	0.00	0.0%					
Associate Professor						0	0	0.0%					
Assistant Professor						0	0	0.0%					
Instr/Lect						0	0	0.0%					
Part-Time Instructor						0	0	0.0%					
Total Faculty			0	0	0	0	0	0.0%					
Executive/Administrative						0	0	0.0%					
Managerial/Professional	1.95	130,202		1,142	2,124	3,266	133,468	2.5%	-0.22	-17,298	1.73	116,170	
Classified	0.00	0				0	0	0.0%				0	
Student/Teaching Assistant						0	0	0.0%					
Irregular Help													
Total	1.95	130,202	0	0	0	0	133,468	0.0%	-0.22	-17,298.00	1.73	116,170.00	

IDAHO STATE UNIVERSITY
FY2015 BUDGET OVERVIEW
Appropriated Funds

In this budget cycle, we continued the use of the Special Budget Consultation Committee (SBCC) to facilitate key budget discussions, deliberations, and recommendations. The SBCC included extensive representation of students, faculty, and staff.

The 3.5% tuition and fee increase reflected in this budget is our lowest increase in twenty-six years.

A key component of the FY2015 budget was the program prioritization initiative. The instruction to the Vice Presidents, Academic Deans and Unit Directors was: "In line with the Program Prioritization initiative, budget adjustments will be based upon the following five criteria:

1. Cost Effectiveness (budget vs. actual, productivity, performance)
2. Importance to the institution (mission, vision, core themes, strategic plan, mandates)
3. Demand (internal, external)
4. Quality (input, outcomes, how well delivered, research, student retention)
5. Opportunity (collaboration, resource sharing, savings, improvements)

This responds to the State Board determined goals related to increasing enrollment, reducing costs per credit hour, and improving retention and research productivity. Each area of the University is being asked to take a "bottoms up" view of their resources to determine whether existing programs or activities can be done more efficiently, streamlined, or eliminated.

Another key component of the FY2015 budget was our continuing effort to maintain discipline on all University controllable costs. This is exercised through a range of university cost controls currently in place and through such means as our Increased Personnel Action Scrutiny (IPAS) system, which requires approval by the University Business Officers, and the Office of Human Resources, and Budget, as well as the Vice President for Finance and Administration, after first approvals by the applicable area line managers and Vice President are secured. New positions also require approval by the President. Another key means of exercising cost discipline is the use of the Quarterly Financial Measurement System for early warning of any potentially emerging cost problems and the immediate implementation of appropriate control actions to contain them.

FUNDING ENHANCEMENTS

Employee Compensation:

"It is the intent of the Legislature, working cooperatively with the Governor's Office, the Division of Human Resources, and the Division of Financial Management, to progress toward the goal of funding a competitive salary and benefit package that will attract qualified applicants, retain employees committed to public service excellence, motivate employees to maintain high standards of productivity, and reward employees for outstanding performance. The Legislature also finds that investing in state employee compensation should remain a high priority even in tough economic times, and therefore, strongly encourages agency directors, institution executives and the Division of Financial Management to approve the use of salary savings to provide either one-time or ongoing merit increases for deserving employees...." (SB1417 Section 2)

At the encouragement of the Legislature, ISU has continued to invest in our employees. ISU matched the State appropriation by increasing the merit pool to 2% of salary base. In addition to merit increases based upon performance, the minimum salary for employees was adjusted to an amount above the poverty rate and/or moved to 75% of policy compensation.

Through state appropriations, institutional reallocations and tuition revenue, funding was provided for:

1. Compensation/Benefits (excluding one-time bonus) – $3,481,737
2. Academic Promotion in Rank – $122,262
3. Complete College Idaho (CCI) – $610,800 (100% state appropriation)
4. Center for Advanced Energy Studies – $333,300 (100% state appropriation)
5. Instruction and Instruction Support – $260,700
6. Career Path Internships (CPI) – $300,000
7. Student Scholarships – $985,000
8. Risk Management – $199,794
9. Library Collection – $186,400
10. Other critical University staffing/operating needs – $242,009
11. Reserve for "Guns on Campus" (SB1254) response costs – $500,000

IDAHO STATE UNIVERSITY

Budget Distribution by Activity and Expense Class

July 1, 2014 - June 30, 2015

Appropriated Funds

		FY2014 Original Budget		FY2015 Original Budget		Changes from Prior Year	
		Amount	% of Total	Amount	% of Total	Amount	% Chge
	Revenue by Source						
1	State General Account - ongoing	$64,540,600	51.61%	$66,683,800	50.35%	$2,143,200	3.32%
2	State General Account - one time		0.00%	562,700	0.42%	562,700	0.00%
3	State Endowments	2,227,800	1.78%	2,599,200	1.96%	371,400	16.67%
4	Student Tuition and Fees	58,283,300	46.61%	62,591,100	47.26%	4,307,800	7.39%
5	Total Operating Revenues	$125,051,700	100.00%	$132,436,800	100.00%	$7,385,100	5.91%
	Expenses						
	By Function:						
6	Instruction	$60,731,210	49.29%	$62,660,918	48.32%	$1,929,708	3.18%
7	Research	3,944,409	3.20%	4,846,201	3.74%	901,792	22.86%
8	Public Service	0	0.00%	0	0.00%	0	0.00%
9	Library	5,185,735	4.21%	5,490,128	4.23%	304,393	5.87%
10	Student Services	6,051,360	4.91%	6,417,983	4.95%	366,623	6.06%
11	Student Financial Aid	1,930,555	1.57%	3,215,555	2.48%	1,285,000	66.56%
12	Physical Plant	18,232,676	14.80%	18,805,245	14.50%	572,569	3.14%
13	Institutional Support	13,288,259	10.78%	14,131,519	10.90%	843,260	6.35%
14	Academic Support	10,604,831	8.61%	10,651,112	8.21%	46,281	0.44%
15	Auxiliaries	0	0.00%	0	0.00%	0	0.00%
16	Athletics	3,250,200	2.64%	3,451,900	2.66%	201,700	6.21%
17	**Total Bdgt by Function**	$123,219,235	100.00%	$129,670,561	100.00%	$6,451,326	5.24%
18	**By Expense Class:**						
19	Personnel Costs:						
20	Salaries:						
21	Faculty	$35,385,234	28.72%	$36,441,514	28.10%	$1,056,280	2.99%
22	Executive/Admin	4,275,401	3.47%	4,351,869	3.36%	76,468	1.79%
23	Managerial/Prof	14,817,075	12.02%	15,055,723	11.61%	238,648	1.61%
24	Classified	11,794,748	9.57%	12,111,226	9.34%	316,478	2.68%
25	Grad Assist	1,702,081	1.38%	1,934,432	1.49%	232,351	13.65%
26	Irregular Help	3,498,876	2.84%	3,691,408	2.85%	192,532	5.50%
27	Total Salaries	$71,473,415	58.01%	$73,586,172	56.75%	$2,112,757	2.96%
28	Personnel Benefits	24,955,340	20.25%	27,256,153	21.02%	2,300,813	9.22%
29	Total Pers Costs	$96,428,755	78.26%	$100,842,325	77.77%	$4,413,570	4.58%
30	Operating Expense:						
31	Travel	$501,252	0.41%	$551,490	0.43%	50,238	10.02%
32	Utilities	4,651,270	3.77%	4,764,570	3.67%	113,300	2.44%
33	Insurance	757,989	0.62%	757,989	0.58%	0	0.00%
34	Other Oper. Exp	16,034,563	13.01%	18,139,597	13.99%	2,105,034	13.13%
35	Total Oper. Exp	$21,945,074	17.81%	$24,213,646	18.67%	$2,268,572	10.34%
36	Capital Outlay:						
37	Depart Equipment	$2,232,377	1.81%	$1,813,161	1.40%	(419,216)	-18.78%
38	Library Acquisitions	2,613,029	2.12%	2,801,429	2.16%	188,400	7.21%
39	Total Cap Outlay	$4,845,406	3.93%	$4,614,590	3.56%	($230,816)	-4.76%
40	**Tot Bdgt by Exp Class**	$123,219,235	100.00%	$129,670,561	100.00%	$6,451,326	5.24%
41	One-time CEC/Bonus	$0		$858,200		858,200	
42	One-time Other	$1,832,465		$1,908,039		75,574	
43	**Activity Total**	$125,051,700		$132,436,800		$7,385,100	5.91%
44	**TOTAL FTE POSITIONS**	1,130.25		1,144.21		13.96	1.24%

IDAHO STATE UNIVERSITY

Summary of Salary Changes for FY2015 by Employee Group

	Existing Positons								Position Adjustments		Total	
		FY2014		Salary Adjustments			FY2015					FY2015
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary
General Education												
Faculty	443.25	29,958,141.45	84,951.86	541,596.99	61,495.60	688,044.45	30,646,185.90	2.30	7.62	312,221.51	450.87	$30,958,407.41
Adjunct Faculty		5,427,092.35	9,110.40	59,627.23		68,737.63	5,495,829.98	1.27		-12,723.64		$5,483,106.34
Executive/Administrative	30.19	4,275,400.51	14,872.00	112,819.27	4,513.60	132,204.87	4,407,605.38	3.09	0.35	-55,736.80	30.54	$4,351,868.58
Managerial/Professional	256.77	14,817,074.64	4,076.80	293,493.52	9,235.20	306,805.52	15,123,880.16	2.07	0.23	-68,156.69	257.00	$15,055,723.47
Classified	400.04	11,794,748.20		291,929.40		291,929.40	12,086,677.60	2.48	5.76	24,548.91	405.80	$12,111,226.51
Teaching Assistant	0.00	1,702,081.44		33,747.04		33,747.04	1,735,828.48	1.98		198,603.20	0.00	$1,934,431.68
Irregular Salaries	0.00	3,498,876.33				0.00	3,498,876.33	0.00		192,531.48	0.00	$3,691,407.81
Total	1,130.25	$71,473,414.92	$113,011.06	$1,333,213.45	$75,244.40	$1,521,468.91	$72,994,883.83	2.13	13.96	$591,287.97	1,144.21	$73,586,171.80
Idaho Dental Education Program												
Faculty	2.00	115,544.00		1,726.40		1,726.40	117,270.40	1.49			2.00	$117,270.40
Adjunct Faculty		20,155.20				0.00	20,155.20	0.00		45,000.00	0.00	$65,155.20
Executive/Administrative	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Managerial/Professional	1.25	93,691.00		2,392.54		2,392.54	96,083.54	2.55		3.20	1.25	$96,086.74
Classified	0.00	0.00				0.00	0.00	0.00			0.00	$0.00
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Irregular Salaries	0.00	63,135.03				0.00	63,135.03	N/A		-41,831.51	0.00	$21,303.52
Total	3.25	$292,525.23	$0.00	$4,118.94	$0.00	$4,118.94	$296,644.17	1.41	0.00	$3,171.69	3.25	$299,815.86
Idaho Museum of Natural History												
Faculty	0.17	13,046.66		323.22		323.22	13,369.88	2.48			0.17	$13,369.88
Adjunct Faculty		0.00				0.00	0.00					$0.00
Executive/Administrative	0.41	55,723.87		561.75		561.75	56,285.62	1.01			0.41	$56,285.62
Managerial/Professional	5.30	198,554.72		4,873.36		4,873.36	203,428.08	2.45			5.30	$203,428.08
Classified	1.20	36,063.04		915.20		915.20	36,978.24	2.54		-1,206.40	1.20	$35,771.84
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Irregular Salaries	0.00	12,218.79				0.00	12,218.79	N/A		703.35	0.00	$12,922.14
Total	7.08	$315,607.08	$0.00	$6,673.53	$0.00	$6,673.53	$322,280.61	2.11	0.00	-$503.05	7.08	$321,777.56
Family Practice Residency												
Faculty	1.50	229,092.42		1,299.79		1,299.79	230,392.21	0.57			1.50	$230,392.21
Adjunct Faculty		916.57				0.00	916.57			-95.49		$821.08
Executive/Administrative	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Managerial/Professional	1.80	188,064.16		2,936.58		2,936.58	191,000.74	1.56			1.80	$191,000.74
Classified	1.00	30,368.00		707.20		707.20	31,075.20	2.33			1.00	$31,075.20
Teaching Assistant	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Irregular Salaries	0.00	0.00				0.00	0.00	N/A			0.00	$0.00
Total	4.30	$448,441.15	$0.00	$4,943.57	$0.00	$4,943.57	$453,384.72	1.10	0.00	-$95.49	4.30	$453,289.23

UNIVERSITY OF IDAHO
FY2015 BUDGET OVERVIEW
Appropriated Funds

The FY2015 General Education operating budget totals $164,115,000 with $161,111,100 in permanent base funding and $3,003,900 in one-time funding. The base state general fund allocation for FY2015 includes $1,124,300 in permanent funding for benefits, $607,700 for salary increases as well as funding for the 2nd year Law program in Boise and the Center for Advanced Energy Studies (CAES) leading to an overall increase is permanent state funding from $76,713,900 to $79,120,500 or 3.1%.

The Board approved an undergraduate student fee increase of 4.0% or $260 per academic year. The ASUI leadership once again provided key support for the operating budget, in this case by limiting the student activity fee increase for the coming year to 0.95%. They were able to accomplish this in part through the reallocation of existing activity fees to higher priority activities. This action by student leadership enabled the majority of the student fee increase to go to tuition, which is the primary source of flexible dollars to meet the institution's key operating budget needs. There were no increases to the facility or technology fees for FY15.

The Board approved professional fee increases for the UI College of Law and the Art and Architecture program. These increases will enable these programs to sustain quality and provide services at a level that ensures continued accreditation and student development.

The University continues to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. Within the General Education budget these efforts for the coming year include full base funding for the entire 2% CEC, a critical need of the university as we try to compete for the best faculty and staff on the behalf of our students. In addition, we used increased state funding to help cover the increased costs of providing medical benefits to our employees, and, together with the funds received through the basic fee increase, to meet obligated cost increases for utilities, contracts, faculty promotions, inflationary costs in Library serials and periodicals, critical new faculty positions and support for the second year Law program in Boise.

We believe the budget you see here will provide a sound base from which to grow an effective and efficient institution that can continue to meet its key roles in education, research and outreach.

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UNIVERSITY OF IDAHO

Budget Distribution by Activity and Expense Class

July 1, 2014 - June 30, 2015

Appropriated Funds

		FY2014 Original Budget		FY2015 Original Budget		Changes from Prior Year	
		Amount	% of Total	Amount	% of Total	Amount	% Chge
	Revenue by Source						
1	State General Account - ongoing	$76,713,900	48.99%	$79,120,500	48.21%	$2,406,600	3.14%
2	State General Account - one time	0	0.00%	3,003,900	1.83%	3,003,900	0.00%
3	State Endowments	7,166,400	4.58%	8,356,800	5.09%	1,190,400	16.61%
4	Student Tuition and Fees	72,703,700	46.43%	73,633,800	44.87%	930,100	1.28%
5	Total Operating Revenues	$156,584,000	100.00%	$164,115,000	100.00%	$7,531,000	4.81%
	Expenses						
	By Function:						
6	Instruction	$66,395,244	42.40%	$68,871,955	42.75%	$2,476,711	3.73%
7	Research	5,712,749	3.65%	5,505,125	3.42%	(207,624)	-3.63%
8	Public Service	642	0.00%	654	0.00%	12	1.87%
9	Library	8,777,624	5.61%	9,344,682	5.80%	567,058	6.46%
10	Student Services	7,474,123	4.77%	7,905,747	4.91%	431,624	5.77%
11	Student Financial Aid	7,122,343	4.55%	6,729,243	4.18%	(393,100)	-5.52%
12	Physical Plant	26,364,014	16.84%	27,247,634	16.91%	883,620	3.35%
13	Institutional Support	20,320,796	12.98%	20,296,667	12.60%	(24,129)	-0.12%
14	Academic Support	10,939,065	6.99%	11,516,193	7.15%	577,128	5.28%
15	Auxiliaries		0.00%		0.00%	0	0.00%
16	Athletics	3,477,400	2.22%	3,693,200	2.29%	215,800	6.21%
17	**Total Bdgt by Function**	$156,584,000	100.00%	$161,111,100	100.00%	$4,527,100	2.89%
18	**By Expense Class:**						
19	Personnel Costs:						
20	Salaries:						
21	Faculty	$43,527,433	27.80%	$44,346,411	27.53%	$818,978	1.88%
22	Executive/Admin	5,850,551	3.74%	6,191,337	3.84%	340,786	5.82%
23	Managerial/Prof	14,926,472	9.53%	15,017,281	9.32%	90,809	0.61%
24	Classified	15,507,339	9.90%	17,087,951	10.61%	1,580,612	10.19%
25	Grad Assist	3,381,545	2.16%	3,449,177	2.14%	67,632	2.00%
26	Irregular Help	1,001,096	0.64%	1,028,937	0.64%	27,841	2.78%
27	Total Salaries	$84,194,436	53.77%	$87,121,094	54.08%	$2,926,658	3.48%
28	Personnel Benefits	27,218,688	17.38%	26,974,882	16.74%	(243,806)	-0.90%
29	Total Pers Costs	$111,413,124	71.15%	$114,095,976	70.82%	$2,682,852	2.41%
30	Operating Expense:						
31	Travel	$375,537	0.24%	$375,537	0.23%	0	0.00%
32	Utilities & Debt Service	10,313,677	6.59%	10,166,072	6.31%	(147,605)	-1.43%
33	Insurance	939,385	0.60%	885,685	0.55%	(53,700)	-5.72%
34	Other Oper. Exp	27,957,035	17.85%	29,671,635	18.42%	1,714,600	6.13%
35	Total Oper. Exp	$39,585,634	25.28%	$41,098,929	25.51%	$1,513,295	3.82%
36	Capital Outlay:						
37	Depart Equipment	$584,640	0.37%	$581,640	0.36%	(3,000)	-0.51%
38	Library Acquisitions	5,000,602	3.19%	5,334,555	3.31%	333,953	6.68%
39	Total Cap Outlay	$5,585,242	3.57%	$5,916,195	3.67%	$330,953	5.93%
40	**Tot Bdgt by Exp Class**	$156,584,000	100.00%	$161,111,100	100.00%	$4,527,100	2.89%
41	One-time CEC/Bonus	$0		$0		$0	
42	One-time Other	$0		$3,003,900		$3,003,900	
43	**Activity Total**	$156,584,000		$164,115,000		$7,531,000	4.81%
44	**TOTAL FTE POSITIONS**	1,254.65		1,268.62		13.97	1.11%

UNIVERSITY OF IDAHO

Summary of Salary Changes for FY 2015 by Employee Group

	FY2014 Budget Book		Annual Salary Process							Midyear Changes and Position Adjustments		FY2015 Budget Book		
		FY2014		Salary Adjustments				FY2015						
Institution/Agency by Group	FTE	Salary Base	Promotion	Merit	Equity/Other	Across the Board	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
General Education (U1)														
Faculty														
Professor	159.23	$ 14,982,282.00	$ 109,198.25	$ 314,729.83	$ -	$ -	$ 423,928.08	$ 15,406,210.08	2.83%	0.79	$ (101,864.08)	160.02	$ 15,304,346.00	2.15%
Associate Professor	144.63	10,454,026.00	134,562.49	225,168.59	-	-	359,731.08	10,813,757.08	3.44%	4.28	(140,163.08)	148.91	10,673,594.00	2.10%
Assistant Professor	110.75	6,602,843.00	-	140,464.13	-	-	140,464.13	6,743,307.13	2.13%	(4.15)	(123,021.13)	106.60	6,620,286.00	0.26%
Other	122.93	11,488,282.00	-	92,147.70	-	-	92,147.70	11,580,429.70	0.80%	1.28	167,755.30	124.21	11,748,185.00	2.26%
Total Faculty	537.54	$ 43,527,433.00	$ 243,760.74	$ 772,510.25	$ -	$ -	$ 1,016,270.99	$ 44,543,703.99	2.33%	2.20	$ (197,292.99)	539.74	$ 44,346,411.00	1.88%
Executive/Administrative	39.47	5,850,551.00	-	114,748.90	-	-	114,748.90	5,965,299.90	1.96%	1.69	226,037.10	41.16	6,191,337.00	5.82%
Managerial/Professional	240.17	14,926,472.00	-	291,730.98	-	-	291,730.98	15,218,202.98	1.95%	(4.71)	(200,921.98)	235.46	15,017,281.00	0.61%
Classified	437.47	15,507,339.00	-	316,836.83	-	-	316,836.83	15,824,175.83	2.04%	14.79	1,263,775.17	452.26	17,087,951.00	10.19%
Teaching Assistant	-	3,381,545.00	-	67,630.70	-	-	67,630.70	3,449,175.70	2.00%	-	1.30	-	3,449,177.00	2.00%
Irregular Help	-	1,001,096.00	-	-	-	-	-	1,001,096.00	0.00%	-	27,841.00	-	1,028,937.00	2.78%
Total	1,254.65	$ 84,194,436.00	$ 243,760.74	$ 1,563,457.66	$ -	$ -	$ 1,807,218.40	$ 86,001,654.40	2.15%	13.97	$ 1,119,439.60	1,268.62	$ 87,121,094.00	3.48%

LEWIS-CLARK STATE COLLEGE
FY2015 BUDGET OVERVIEW
Appropriated Funds

LCSC's FY2015 General Fund budget of $14,163,900 represents a 5.2% increase in appropriated General Fund dollars compared to FY2014, reflecting additional funding to cover increased employee salary and benefit costs, partial funding (approximately 20%) of the College's "CCI/60%" line item request, and a small increase for Enrollment Workload Adjustment (EWA) funding (appropriated at 67% of calculated cost of credit hour delivery). Continuing a trend which started in FY2010, the Legislature did not fund LCSC's FY2015 MCO inflation request. General fund dollars were provided to cover a portion of the Legislature's 1% ongoing and 1% one-time CEC increases. A portion of the CEC increase and increased employee benefit costs will be borne by LCSC students—a request to fund shift these dollars to the General Fund was not approved for FY2015. Sustaining delivery of quality instructional programs in 2015 will require careful planning and execution—and reallocation, as necessary, in accordance with Zero-Based Budgeting principles—as the College works to make the most effective and efficient use of all available resources.

The cumulative negative impact of austere budgets since FY2009 will be partially offset by increased tuition fees. A 2.0% increase in tuition for LCSC students was approved by the State Board of Education in April 2014—the projected revenue from this increase will be used entirely to fund the CEC and benefit costs allocated to student fees by the Legislature—the tuition increase is not expected to generate funds needed for program expansion. Based on our enrollment projections and the newly-approved tuition level, we estimate that approximately $14.2M in student fees will be generated in FY2015. A small increase in Normal School Endowment funds ($1,572,000 in FY2015 compared to $1,335,000 in FY2014) will help offset increased operating costs. LCSC's Professional-Technical Education (PTE.) appropriation for FY2015 ($4,221,634) is approximately $100,000 below the funding level provided for our PTE programs in FY2009.

The total of the budget components outlined above (General Fund, Student Fees, Normal School Endowment, and PTE. dollars) equals LCSC's FY2015 Total General Education and Professional-Technical Education budget of $3,907,017.

LCSC's General Education personnel structure will remain stable in FY2015, with a total of 338.57 FTE on board. In FY2015 the institution will continue austerity measures for Personnel Costs, Operating Expenses, Capital Outlay, and maintenance expenditures.

Looking ahead to FY2016 and beyond, LCSC will work to secure additional funds for Personnel, Operating Expense, and Capital Outlay accounts to continue to expand student programs to meet the State Board's "60%" target, sustain campus infrastructure, rebuild financial reserves, and narrow the compensation gap between LCSC employees and their counterparts at peer institutions. LCSC is committed to maintaining sound stewardship of our FY2015 operating funds and to efficiently and

effectively deliver the instructional programs within our Board-assigned mission areas, while preserving student access to quality educational services.

LEWIS-CLARK STATE COLLEGE

Budget Distribution by Activity and Expense Class

July 1, 2014 - June 30, 2015

Appropriated Funds

		FY2014 Original Budget		FY2015 Original Budget		Changes from Prior Year	
		Amount	% of Total	Amount	% of Total	Amount	% Chge
	Revenue by Source						
1	State General Account - ongoing	$13,460,700	48.09%	$14,061,900	47.05%	$601,200	4.47%
2	State General Account - one time	0	0.00%	102,000	0.34%	102,000	0.00%
3	State Endowments	1,335,000	4.77%	1,505,200	5.04%	170,200	12.75%
4	Student Tuition and Fees	13,193,000	47.14%	14,215,000	47.57%	1,022,000	7.75%
5	Total Operating Revenues	$27,988,700	100.00%	$29,884,100	100.00%	$1,895,400	6.77%
	Expenses						
	By Function:						
6	Instruction	$13,479,839	48.16%	$14,418,414	48.41%	$938,575	6.96%
7	Research	110,481	0.39%	138,287	0.46%	27,806	25.17%
8	Public Service	210,674	0.75%	320,541	1.08%	109,867	52.15%
9	Library	1,155,378	4.13%	1,230,537	4.13%	75,159	6.51%
10	Student Services	2,386,150	8.53%	2,536,180	8.52%	150,030	6.29%
11	Student Financial Aid	540,000	1.93%	540,000	1.81%	0	0.00%
12	Physical Plant	2,869,490	10.25%	2,984,608	10.02%	115,118	4.01%
13	Institutional Support	4,360,095	15.58%	4,148,766	13.93%	(211,329)	-4.85%
14	Academic Support	1,954,541	6.98%	2,458,817	8.26%	504,276	25.80%
15	Auxiliaries	11,400	0.04%	11,400	0.04%	0	0.00%
16	Athletics	910,652	3.25%	994,550	3.34%	83,898	9.21%
17	**Total Bdgt by Function**	$27,988,700	100.00%	$29,782,100	100.00%	$1,793,400	6.41%
18	**By Expense Class:**						
19	Personnel Costs:						
20	Salaries:						
21	Faculty	$8,197,344	29.29%	$8,641,570	29.02%	$444,226	5.42%
22	Executive/Admin	1,232,979	4.41%	1,288,307	4.33%	55,328	4.49%
23	Managerial/Prof	3,593,162	12.84%	3,939,203	13.23%	346,041	9.63%
24	Classified	2,529,085	9.04%	2,653,920	8.91%	124,835	4.94%
25	Grad Assist		0.00%		0.00%	0	0.00%
26	Irregular Help	431,360	1.54%	483,100	1.62%	51,740	11.99%
27	Total Salaries	$15,983,930	57.11%	$17,006,100	57.10%	$1,022,170	6.39%
28	Personnel Benefits	6,219,307	22.22%	7,086,600	23.79%	867,293	13.95%
29	Total Pers Costs	$22,203,237	79.33%	$24,092,700	80.90%	$1,889,463	8.51%
30	Operating Expense:						
31	Travel	$0	0.00%	$0	0.00%	0	0.00%
32	Utilities	888,000	3.17%	888,000	2.98%	0	0.00%
33	Insurance	173,716	0.62%	186,300	0.63%	12,584	7.24%
34	Other Oper. Exp	4,289,747	15.33%	4,181,100	14.04%	(108,647)	-2.53%
35	Total Oper. Exp	$5,351,463	19.12%	$5,255,400	17.65%	($96,063)	-1.80%
36	Capital Outlay:						
37	Depart Equipment	$91,000	0.33%	$91,000	0.31%	0	0.00%
38	Library Acquisitions	343,000	1.23%	343,000	1.15%	0	0.00%
39	Total Cap Outlay	$434,000	1.55%	$434,000	1.46%	$0	0.00%
40	**Tot Bdgt by Exp Class**	$27,988,700	100.00%	$29,782,100	100.00%	$1,793,400	6.41%
41	One-time CEC/Bonus	$0		$102,000		102,000	
42	One-time Other	$0		$0		0	
43	**Activity Total**	$27,988,700		$29,884,100		$1,895,400	6.77%
44	**TOTAL FTE POSITIONS**	326.53		338.57		12.04	3.69%

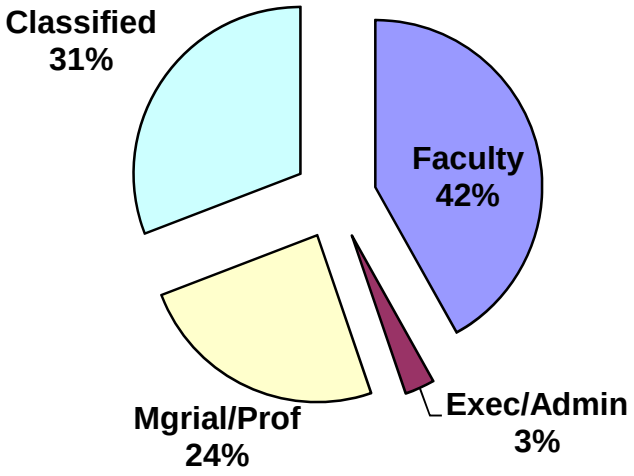
Schedule A:

LEWIS-CLARK STATE COLLEGE

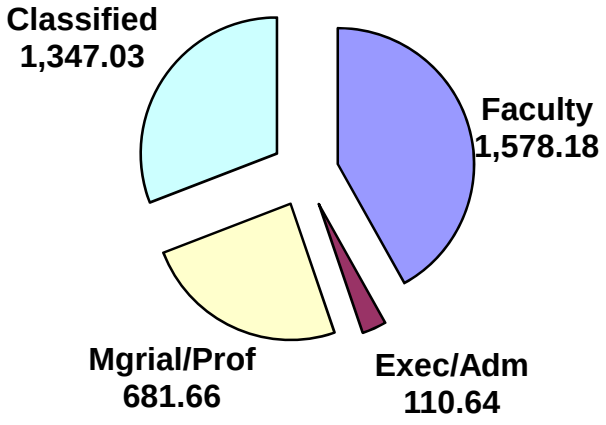
Summary of Salary Changes for FY2015 by Employee Group

	Existing Positons								Position Adjustments		Total	
		FY2014		Salary Adjustments			FY2015					**FY2015**
Institution/Agency by Group	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary	% Incr	FTE	Salary Base	FTE	Salary Base
General Education												
Faculty												
Professor	45.00	2,736,935	18,000	29,222	28,396	75,618	2,812,553	2.76		(24,367)	45.00	2,788,186
Associate Professor	25.00	1,322,109	12,000	14,405	19,800	46,205	1,368,314	3.49	(0.50)	(79,536)	24.50	1,288,778
Assistant Professor	43.50	1,994,237		18,449	8,320	26,769	2,021,006	1.34	3.00	238,607	46.50	2,259,613
Instr/Lect	24.50	1,002,063		9,408	4,700	14,108	1,016,171	1.41	2.50	146,822	27.00	1,162,993
Part-Time Instructor	0.00	1,142,000				0	1,142,000	0.00		0	0.00	1,142,000
Total Faculty	138.00	8,197,344	30,000	71,484	61,216	162,700	8,360,044	1.98	5.00	281,526	143.00	8,641,570
Executive/Administrative	13.90	1,232,979		16,609	16,870	33,479	1,266,458	2.72		21,849	13.90	1,288,307
Managerial/Professional	81.06	3,593,162		42,883	66,681	109,564	3,702,726	3.05	4.90	236,477	85.96	3,939,203
Classified	93.57	2,529,085		56,003	16,385	72,388	2,601,473	2.86	2.14	52,447	95.71	2,653,920
Irregular Help	0.00	431,360				0	431,360	0.00		51,740	0.00	483,100
Total	326.53	15,983,930	30,000	186,979	161,152	378,131	16,362,061	2.37	12.04	644,039	338.57	17,006,100

College & Universities
FY15 Budgeted Positions by Type - % of Total



College & Universities
FY15 Budgeted Positions by Type - FTP



COLLEGE & UNIVERSITIES
Operating Budget Personnel Costs Summary
July 1, 2014 - June 30, 2015

		FY2014 Original Budget				FY2015 Original Budget			
	Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
	BOISE STATE UNIVERSITY								
1	Faculty	615.32	$51,732,113	$16,747,682	$68,479,795	636.44	$54,732,127	$17,940,043	$72,672,170
2	Executive/Administrative	36.04	5,441,957	$1,500,706	6,942,663	36.08	5,756,122	$1,657,927	7,414,049
3	Managerial/Professional	412.03	23,285,679	$8,767,537	32,053,216	452.47	25,227,080	$10,371,448	35,598,528
4	Classified	347.61	10,091,858	$5,338,046	15,429,904	349.63	10,281,157	$6,000,829	16,281,986
5	Irregular Help		1,220,491	170,714	1,391,205		1,154,343	103,891	1,258,234
6	Graduate Assistants		4,010,238	160,410	4,170,648		4,211,635	168,465	4,380,100
7	TOTAL	1,411.00	$95,782,336	$32,685,095	$128,467,431	1,474.62	$101,362,464	$36,242,603	$137,605,067
8				Number of New Positions		63.62			
9									
10									
11	IDAHO STATE UNIVERSITY								
12	Faculty	443.25	$35,385,234	$ 11,622,115	$47,007,349	450.87	$36,441,514	$ 12,704,173	$49,145,687
13	Executive/Administrative	30.19	4,275,401	1,142,005	5,417,406	30.54	4,351,869	1,219,033	5,570,902
14	Managerial/Professional	256.77	14,817,075	5,416,827	20,233,902	257.00	15,055,723	5,887,585	20,943,308
15	Classified	400.04	11,794,748	6,394,051	18,188,799	405.80	12,111,226	7,073,135	19,184,361
16	Irregular Help		3,498,876	372,724	3,871,600		3,691,408	363,569	4,054,977
17	Graduate Assistants		1,702,081	7,618	1,709,699		1,934,432	8,658	1,943,090
18	TOTAL	1,130.25	$71,473,415	$24,955,340	$96,428,755	1,144.21	$73,586,172	$27,256,153	$100,842,325
19				Number of New Positions		13.96			
20									
21									
22	UNIVERSITY OF IDAHO								
23	Faculty	537.54	$43,527,433	$13,388,099	$56,915,532	539.74	$44,346,411	$13,066,679	$57,413,090
24	Executive/Administrative	39.47	5,850,551	1,503,237	7,353,788	41.16	6,191,337	1,520,005	7,711,342
25	Managerial/Professional	240.17	14,926,472	5,115,808	20,042,280	235.46	15,017,281	4,927,871	19,945,152
26	Classified	437.47	15,507,339	6,977,509	22,484,848	452.26	17,087,951	7,220,047	24,307,998
27	Irregular Help		1,001,096	200,220	1,201,316		1,028,937	205,787	1,234,724
28	Graduate Assistants		3,381,545	33,815	3,415,360		3,449,177	34,493	3,483,670
29	TOTAL	1,254.65	$84,194,436	$27,218,688	$111,413,124	1,268.62	$87,121,094	$26,974,882	$114,095,976
30				Number of New Positions		13.97			
31									
32									
33	LEWIS CLARK STATE COLLEGE								
34	Faculty	138.00	$8,197,344	$2,880,503	$11,077,847	143.00	$8,641,570	$3,268,427	$11,909,997
35	Executive/Administrative	13.90	1,232,979	382,703	1,615,682	13.90	1,288,307	411,164	1,699,471
36	Managerial/Professional	81.06	3,593,162	1,500,866	5,094,028	85.96	3,939,203	1,752,668	5,691,871
37	Classified	93.57	2,529,085	1,418,095	3,947,180	95.71	2,653,920	1,612,746	4,266,666
38	Irregular Help		431,360	37,140	468,500		483,100	41,595	524,695
39	Graduate Assistants		0	0	0		0	0	0
40	TOTAL	326.53	$15,983,930	$6,219,307	$22,203,237	338.57	$17,006,100	$7,086,600	$24,092,700
41				Number of New Positions		12.04			
42									
43									
44	TOTAL COLLEGE & UNIVERSITIES								
45	Faculty	1,734.11	$138,842,124	$44,638,399	$183,480,523	1,770.05	$144,161,622	$46,979,322	$191,140,944
46	Exec/Admin	119.60	16,800,888	4,528,651	21,329,539	121.68	17,587,635	4,808,129	22,395,764
47	Mgrial/Prof	990.03	56,622,388	20,801,038	77,423,426	1,030.89	59,239,287	22,939,572	82,178,859
48	Classified	1,278.69	39,923,030	20,127,701	60,050,731	1,303.40	42,134,254	21,906,757	64,041,011
49	Irregular Help	0.00	6,151,823	780,798	6,932,621	0.00	6,357,788	714,842	7,072,630
50	Graduate Assistants	0.00	9,093,864	201,843	9,295,707	0.00	9,595,244	211,616	9,806,860
51	TOTAL	4,122.43	$267,434,117	$91,078,430	$358,512,547	4,226.02	$279,075,830	$97,560,238	$376,636,068
52				Number of New Positions		103.59			

POSTSECONDARY PROFESSIONAL-TECHNICAL EDUCATION SYSTEM
FISCAL YEAR 2015 BUDGET OVERVIEW

Funds are appropriated to the State Division of Professional-Technical Education for professional-technical education programs and services. The State Board of Education approved the allocation of the appropriation for postsecondary professional-technical education at its April 16-17, 2014 meeting. The State Division of Professional-Technical Education requests approval of the FY2015 Operating Budget for the Postsecondary Professional-Technical Education System.

The allocation and reallocation of funds for the FY2015 Postsecondary Professional-Technical Education System is based on the Strategic Plan for Professional-Technical Education in Idaho – FY2014 – 2018, as well as Board and Legislative Intent.

The FY2015 budget reflects an overall increase in the on-going budget of $1,379,900 or 3.95% increase in the state general fund. The increase in the on-going state general fund allocation includes: (1) $279,100 for a 1% CEC increase; (2) $689,900 for employee benefit increase; (3) $416,500 and six faculty positions for the new Advanced Manufacturing programs; and (4) an operating expense decrease in the amount of $5,600 for Controller fees and risk management costs at EITC.

In addition, the Legislature appropriated a decrease of $30,000 in student fees at EITC; $278,700 one-time state General Funds for personnel costs; $176,700 one-time state General Funds for library books and periodicals at EITC and operating expenses associated with the new Advanced Manufacturing programs; $748,900 one-time state General Funds for capital outlay associated with the new Advanced Manufacturing programs; and $632,500 one-time state General Funds for replacement capital outlay.

The following schedules are provided for review:

Operating Budget Distribution by Activity and Expense Standard Class Page 34
Operating Budget Personnel Costs Summary Page 35

Postsecondary Professional-Technical Education System

Operating Budget Distribution by Activity and Expense Standard Class

July 1, 2014 - June 30, 2015

	Original FY2014	Percent of Total	Original FY2015	Percent of Total	Change from Prior Year	Percent Change
By Activity:						
Instruction	34,395,121	96.68%	35,754,519	92.56%	1,359,398	3.95%
Plant Maintenance & Operations	1,046,179	2.94%	1,036,681	2.68%	(9,498)	-0.03%
One-Time Funds	136,400	0.38%	1,836,800	4.76%	1,700,400	
Total Operating Budget	35,577,700	100.00%	38,628,000	100.00%	3,050,300	8.57%
TOTAL BUDGET	35,577,700	100.00%	38,628,000	100.00%	3,050,300	8.57%
By Expense Standard Class:						
Personnel Costs:						
Faculty	14,340,794	40.46%	14,960,456	40.66%	619,662	4.32%
Executive/Administrative	854,074	2.41%	868,019	2.36%	13,945	1.63%
Managerial/Professional	3,113,789	8.79%	3,194,086	8.68%	80,297	2.58%
Classified	3,716,186	10.49%	3,738,971	10.16%	22,785	0.61%
Irregular Help	1,138,117	3.21%	923,421	2.51%	(214,696)	-18.86%
Total Salaries	23,162,960	65.36%	23,684,953	64.38%	521,993	2.25%
Personnel Benefits	8,982,499	25.34%	9,948,199	27.04%	965,700	10.75%
Total Personnel Costs	32,145,459	90.70%	33,633,152	91.42%	1,487,693	4.63%
Operating Expenses:	3,275,841	9.24%	3,158,048	8.58%	(117,793)	-3.60%
Capital Outlay:	20,000	0.06%	0	0.00%	(20,000)	-100.00%
Total On-Going Operating Budget	35,441,300	100.00%	36,791,200	100.00%	1,349,900	3.81%
One-Time Personnel Costs	0		278,700		278,700	
One-Time Operating Expenses	27,000		176,700		149,700	
One-Time Capital Outlay	109,400		1,381,400		1,272,000	
Total One-Time Funds	136,400		1,836,800		1,700,400	
TOTAL BUDGET	35,577,700	100.00%	38,628,000	100.00%	3,050,300	8.57%
Total Full Time Positions (FTP)	472.09		484.46		12.37	2.62%

Postsecondary Professional-Technical Education System
Operating Budget Personnel Costs
Summary
July 1, 2014 - June 30, 2015

	FY 2014 Operating Budget				FY 2015 Operating Budget			
Classification	**FTP**	**Salaries**	**Benefits**	**Total**	**FTP**	**Salaries**	**Benefits**	**Total**
Faculty	287.450	14,340,794	5,526,767	19,867,561	298.030	14,960,456	6,211,557	21,172,013
Exec/Admin	8.975	854,074	258,618	1,112,692	8.980	868,019	287,025	1,155,044
Manage/Prof	58.390	3,113,789	1,180,395	4,294,184	60.010	3,194,086	1,323,848	4,517,934
Classified	117.270	3,716,186	1,812,029	5,528,215	117.440	3,738,971	1,992,681	5,731,652
Irreg Help	0.000	1,138,117	204,690	1,342,807	0.000	923,421	133,088	1,056,509
TOTAL	**472.085**	**23,162,960**	**8,982,499**	**32,145,459**	**484.460**	**23,684,953**	**9,948,199**	**33,633,152**

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University of Idaho
FY2015 Budget Overview
Agricultural Research and Extension Service

The Agricultural Research and Extension Service Appropriation (ARES) received an 8.2% increase in appropriation from FY14.

We continue to develop our strategic direction and realign and redirect our resources to promote the Programs of Distinction as identified in the strategic planning process completed during FY14. We will redirect resources and the efforts of current faculty and staff to grow these areas. An analysis is underway to identify the best practices and organizational structure needed to market and communicate our successes and “tell our story”. ARES will also continue to identify alternate funding sources to bring funding levels back to an appropriate balance between personnel and operating expenditures.

In order to adequately serve the needs of the citizens and stakeholders of Idaho we must continue to modify our “road map” to the future and make appropriate changes in our programs and operations.

UNIVERSITY OF IDAHO
AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2015
AGRICULTURAL RESEARCH AND EXTENSION SYSTEM

		FTE	AMOUNT
1	**FUNDS AVAILABLE**		
2			
3	FY2014 Operating Budget Base	280.73	$ 24,510,100
4	Adjustments: Reappropriation		-
5	Adjustments: Appropriation Adjustment		(28,000)
6	Adjustments: Remove One-Time		(385,400)
7			
8			-
9	Adjustments: FTP Additions	5.00	-
10	Adjustments: FTP Adjustment	(0.49)	
11	FY2014 Adjusted Budget Base	285.24	$ 24,096,700
12			
13	Additional Funding for FY2014		
14			$ -
15			-
16	Total Funding Reduction	-	$ (413,400)
17	Total Funds Available for FY2014	285.24	$ 24,096,700
18			
19			
20			
21	**ALLOCATION OF FUNDS**		
22			
23	FY2014 Adjusted Budget Base	285.24	$ 24,096,700
24			
25	MCO Increases/Decreases to Budget Base		
26	Operating Expense		$ 1,200,000
27	Inflationary Adjustments		$ 1,700
28	Benefit Costs		414,100
29	Change in Employee Compensation		374,400
30			
31	Total MCO Increases/Decreases	-	$ 1,990,200
32			
33	Enhancements to Budget Base		
34	Increase in Personnel (4 FTP)		$ 310,000
35	Restore FFA Position		82,500
36	Total Enhancements	-	$ 392,500
37			
38	Total Increases	-	$ 2,382,700
39			
40	FY2015 Operating Budget	285.24	$ 26,479,400

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2014 - June 30, 2015

	FY2014 Operating Budget				FY2015 Operating Budget			
Classification	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
Faculty	167.86	$10,311,122	$3,985,048	$14,296,170	171.64	$11,053,578	$4,068,346	$15,121,924
Executive/Administrative	2.68	420,839	$123,285	544,124	2.68	429,263	$124,724	553,987
Managerial/Professional	29.24	1,462,155	$609,690	2,071,845	30.74	1,508,834	$677,346	2,186,180
Classified	80.95	2,688,410	$1,368,421	4,056,831	80.18	2,726,025	$1,482,506	4,208,531
Irregular Help		297,569	44,635	342,204		362,354	54,353	416,707
Graduate Assistants		239,827	2,398	242,225		244,625	2,446	247,071
TOTAL	280.73	$15,419,922	$6,133,478	$21,553,400	285.24	$16,324,679	$6,409,721	$22,734,400

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HEALTH EDUCATION PROGRAMS

FY 2015 Operating Budget

	FY 2014 BUDGET	FY 2015 BUDGET	PERCENT of CHANGE
By Program:			
WI Veterinary Education	1,955,800	2,051,300	4.88%
WWAMI Medical Education	4,250,700	3,962,000	-6.79%
IDEP Dental Education	1,643,000	1,705,500	3.80%
University of Utah Medical Education	1,283,200	1,333,600	3.93%
Family Medicine Residencies	2,023,900	2,241,800	10.77%
Boise Internal Medicine Residency	240,000	240,000	0.00%
Psychiatry Residency	111,400	121,400	8.98%
Total Programs	**11,508,000**	**11,655,600**	1.28%
By Fund Source:			
General Fund	10,548,800	11,355,700	7.65%
Student Fee Revenue	959,200	299,900	-68.73%
Total Funds	**11,508,000**	**11,655,600**	1.28%
By Expenditure Classification:			
Personnel Costs	2,457,700	2,196,300	-10.64%
Operating Expenditures	1,941,700	1,750,300	-9.86%
Capital Outlay	64,600	108,600	68.11%
Trustee & Benefits	7,044,000	7,600,400	7.90%
Lump Sum	0	0	0.00%
Total Expenditures	**11,508,000**	**11,655,600**	1.28%
Full Time Position	21.3	21.3	0.00%

Budget Overview

The FY 2015 budget for Health Education Programs reflects a 1.28% increase including contract inflation totaling $99K, ongoing CEC of $19k, one-time CEC of $19k, and benefit cost increases of $27k. The WI Veterinary Education program received $103K in one-time replacement capital . The WWAMI program received $252K ongoing funds for the second year of the five TRUST (Targeted Rural Under-Served Track) medical studnets approved for FY 2014, and $113k ongoing funds to add five more first year medical students . The University of Utah program received $28k for physician stipends to serve as mentors for third-year Idaho students participating in the University of Utah Medical Education Program. Finally, $200k was appropriated to support the Kootenai Health Family Medicine Residency.

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SPECIAL PROGRAMS

FY 2015 Operating Budget

	FY 2014 BUDGET	FY 2015 BUDGET	PERCENT of CHANGE
By Program:			
Forest Utilization Research	667,400	887,100	32.92%
Geological Survey	706,900	821,100	16.16%
Scholarships and Grants:			
Idaho Promise Scholarship - A	317,000		0.00%
Idaho Promise Scholarship - B	3,634,500		0.00%
Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
Minority/"At Risk" Scholarship	210,000		0.00%
Teachers/Nurses Loan Forgiveness	150,000	80,000	-46.67%
Freedom Scholarship	40,000	40,000	0.00%
Peace Officer/Firefighter Scholarship	80,000	80,000	0.00%
Grow Your Own Teacher Scholarship	0	0	0.00%
Scholarships Program Manager	58,100	60,100	3.44%
Opportunity Scholarship	1,045,800	5,277,300	404.62%
GEARUP Scholarship	1,688,100	1,688,400	0.02%
Unallocated Federal Appropriation	34,700	34,700	0.00%
Total Scholarships and Grants	8,444,200	8,446,500	0.03%
Museum of Natural History	476,600	503,900	5.73%
Small Business Development Centers	248,800	260,500	4.70%
TechHelp	144,400	150,400	4.16%
Total Programs	**10,688,300**	**11,069,500**	3.57%
By Fund Source:			
General Fund	8,965,500	9,346,400	4.25%
Federal Funds	1,722,800	1,723,100	0.02%
Opportunity Scholarship Fund			0.00%
Total Funds	**10,688,300**	**11,069,500**	3.57%
By Expenditure Classification:			
Personnel Costs	2,164,100	2,420,300	11.84%
Operating Expenditures	124,100	146,100	17.73%
Capital Outlay	32,200	135,200	
Trustee/Benefit or Lump Sum Payments	8,367,900	8,367,900	0.00%
Total Expenditures	**10,688,300**	**11,069,500**	3.57%
Full Time Position	28.33	32.13	13.41%

Budget Overview

The FY 2015 budget for Special Programs reflects a 3.57% increase including an addition of $43K in benefit cost increaes, $20k in one-time CEC and $20k in ongoing CEC, and $105k in replacement capital. The Forest Utilization Research program received $56k and .5 FTP to increase the forest operations assistant professor to full-time, to increase travel and operating costs, and $10k capital outlay. The Forest Utilization Research program also received $65k for the Policy Analysis Group including .8 FTP for a research scientist, .5 FTP for an administrative assistant, and $3k one-time capital outlay. The Forest Utilization Research program also received $17k one-time capital outlay. The Geological Survey received $74k for .5 FTP for an administrative assistant and two research geologists

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FY2015 ALTERATION AND REPAIR PROJECTS

AGENCY	PROJECT #	DESCRIPTION OF WORK	PBF A&R $			PBF CAP $	CY $	Agy/Other
			SB1425	HB635	HB635	SB1425:2B		
LCSC	15-150	Upgrade Clearwater Hall First Floor - Phase 2	375,000					50,000
150-169	15-151	Upgrade International Programs Space	150,000					
	15-152	Upgrade Admin Bldg Conference Area	65,000					
	15-153	New HVAC, President's Residence	50,000					
	15-154	Sidewalk/Hardscape Repairs	75,000					
	15-155	Replace roof, Reid Centennial Hall		170,000				
	15-156	Upgrade Campus Heating/Cooling Line Systems		40,000				30,000
BSU	15-190	Cooling System, Bronco Gym		140,000				
190-219	15-191	Elevator Upgrades Phase 4, Multiple Buildings	460,000					
	15-192	Freight Elevator Science Building		175,000				
	15-193	Replace Roof, Capital Village Building #6 **(Priority Roofing Project - Temp CY=$15,600)**		195,000				
	15-194	Classroom Renovations (cont.), Multiple Buildings	225,000					
	15-195	AHU Replacement Engineering Building		300,000				
	15-196	AHU Replacement & DDC Upgrade Kinesiology Annex		230,000				
	15-197	Penthouse Leak Repair, Micron Engineering Center		125,000				
	15-198	Interior Renovations, SMTC		450,000				
	15-199	Yanke Window & Skylight		400,000				
	15-200	Replace Irrigation Main Pump		250,000				
	15-201	Space Consolidation and Renovation (cont.)	676,000					
	15-202	Replace 800 amp Electrical Service, Heat Plant		75,000				
	15-203	Sidewalk Repair & Replacement (cont.)	145,000					
	15-204	Interior Renovations SMTC Phase 2		395,000				
	15-205	ADA Access Improvements, Campus Wide						75,000
ISU	15-220	Remodel Tingey Admin Bdg, Id Falls	990,400					
220-249	15-221	Physician Assistant Prgm Expansion, Meridian	728,000					364,000
	15-222	Tunnel Repairs, Chemistry to 9th St, PH 2	400,000					
	15-223	Heat Plant - Heat Recovery System	147,500					
	15-224	Garrison Hall - Parapet and Roof Repairs **(Priority Roofing Project - Temp CY=$2,800)**	35,000					
	15-225	Administration - Partial Roof Replacement **(Priority Roofing Project - Temp CY=$10,400)**	130,000					
	15-226	Gale Life Science - Partial Roof Replacement		133,000				
	15-227	Gravely Hall - Roof Replacement		165,000				
	15-228	Reed Gym - Partial Roof Replacement		112,900				
	15-229	Replace Tunnel Lid and Walls, W of ESTEC		65,136				
	15-230	Ext. Stairs & Railing Repairs, Owen Redfield, Trade & Tech		208,000				
	15-231	Relocate Steam Regulator, Lillibridge Engineering		76,500				
	15-232	Replace Fire Alarm System, Fine Arts		150,000				
	15-233	Bio Skills Learning Center				1,060,100		1,060,074
	15-234	Replace Failing Heat Pumps (University Place)	300,000				300,000	
UI	15-250	Integrated Research and Innovation Center				2,500,000		
250-279	15-251	Admin Bldg Entry Foyer & Main Stair Renovations	947,600					
	15-252	Janssen Engineering Bldg HVAC Upgrade, Phase 3	956,700					
	15-253	Upgrade Piping, Student Health Center	273,300					
	15-254	Holm Center Emergency Generator	289,900					
	15-255	Education Building Renovations			2,000,000			
	15-256	ADA Food Research New Elevator, Entrance & Stair Renov						412,000
OSBE	15-280	Renovation KUID-TV, Paradise Ridge					520,000	

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COLLEGE AND UNIVERSITIES OF THE STATE BOARD

SUBJECT

FY 2015 Intercollegiate Athletics Operating Budget Report

REFERENCE

April 2014 — Board approved athletics limits for general funds, gender equity funds, and institutional funds

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/ DISCUSSION

State Board of Education policy provides "the institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director." A common reporting format has been established for reporting intercollegiate athletic revenues and expenditures.

Board policy establishes limits on the amount of funds the institutions can allocate to athletics from the state General Fund and institutional funds. At its regular April 2014 meeting the Board set the general funds, including a gender equity component and institutional funds limit for athletics as follows:

	General Fund	Gender Equity	Institutional
BSU	$2,671,900	$1,178,600	$430,200
ISU	$2,671,900	$ 780,000	$602,200
UI	$2,671,900	$1,021,300	$860,400
LCSC	$ 993,300	N/A	$171,900

Page 3 displays a four-part pie chart that shows FY15 revenue by fund source by institution. Page 4 (FY15 Board Limits on General and Institutional Funds) separates the state General Fund limits between regular General Funds and gender equity. Note that all three universities are budgeting General Fund, gender equity, and institutional funds for athletics within their limits. LCSC is also within its General Fund limit, and chooses not to use its gender equity limit. Page 5 displays non-program revenue as a percentage of total athletic revenue and expenditures per varsity participant.

The individual institution reports, starting on page 7, begin with worksheets for each institution displaying the following data:

- FY13 Actual Expenditures (June 2013) – columns 1 & 2
- Latest FY14 Estimate (May 2014) – columns 3 & 4
- Variance ($ and %) comparing the FY13 Actual with the latest FY14 estimate – columns 5 & 6

- FY15 Operating Budget (June 2014) – columns 7 & 8
- Variance ($ & %) comparing the FY15 proposed Budget with the FY14 Estimate – columns 9 & 10

For each institution, revenue by source and expenditures by classification is reported, as is revenue and expenditures by general administration and sport.

IMPACT

The institutions presented their gender equity reports at the April Board meeting at which time institutions could request an increase to their respective gender equity limit above the normal amount calculated per Board policy.

ATTACHMENTS

Attachment 1 – FY15 Revenue by Source by Institution Page 3
Attachment 2 – FY15 Board Limits on General and Institutional Funds Page 4
Attachment 3 – Student Fees/State and Institution Support as % of Operating Revenues Page 5
Attachment 4 – Expenditures per Participant Page 6

FY13 Actual, Revised Estimates for FY14, and FY15 Operating Budgets:
Attachment 5 – Boise State University Page 7
Attachment 6 – Idaho State University Page 11
Attachment 7 – University of Idaho Page 15
Attachment 8 – Lewis-Clark State College Page 19

STAFF COMMENTS AND RECOMMENDATIONS

In FY 2013 Idaho State University exceeded its institutional funds limit of $540,400 by $22,300 or 4%.

In reviewing the budget reports, each institution has areas in which the variance from FY14 estimate to FY15 budget is significant. The institutions are prepared to explain their respective reports and variances therein.

All institutions show positive ending balances for FY 2015.

BOARD ACTION

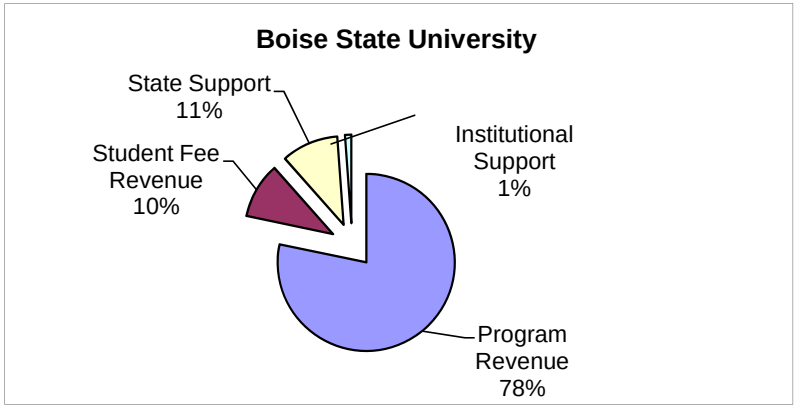
I move to accept the Athletics Operating Budget reports for Boise State University, Idaho State University, University of Idaho and Lewis-Clark State College, as presented.

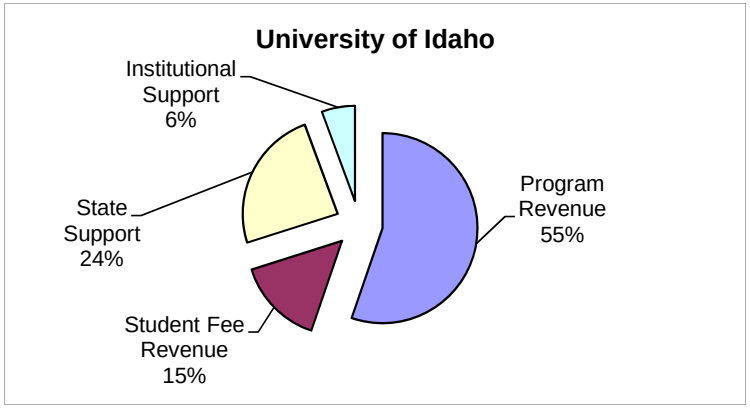
Moved by _____ Seconded by _____ Carried Yes _____ No _____

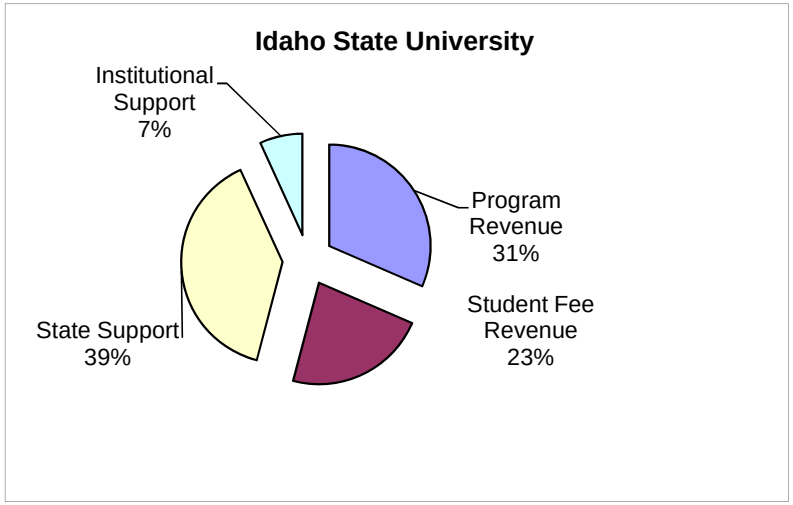
Intercollegiate Athletics

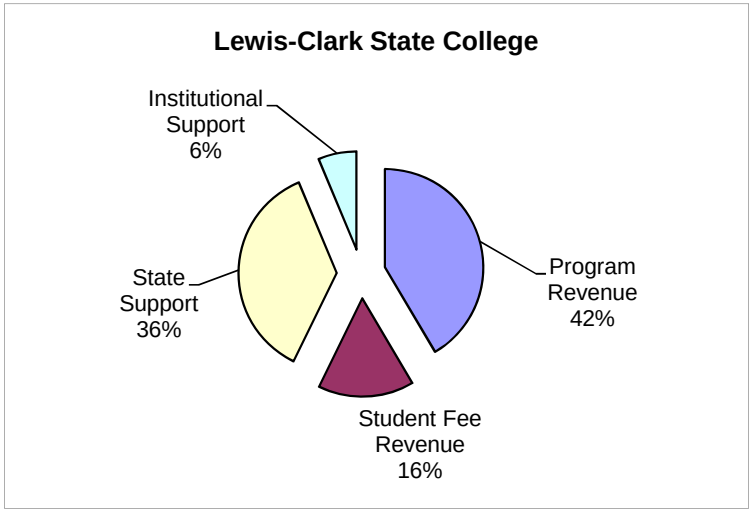
FY15 Revenue by Source by Institution

Attachment 1



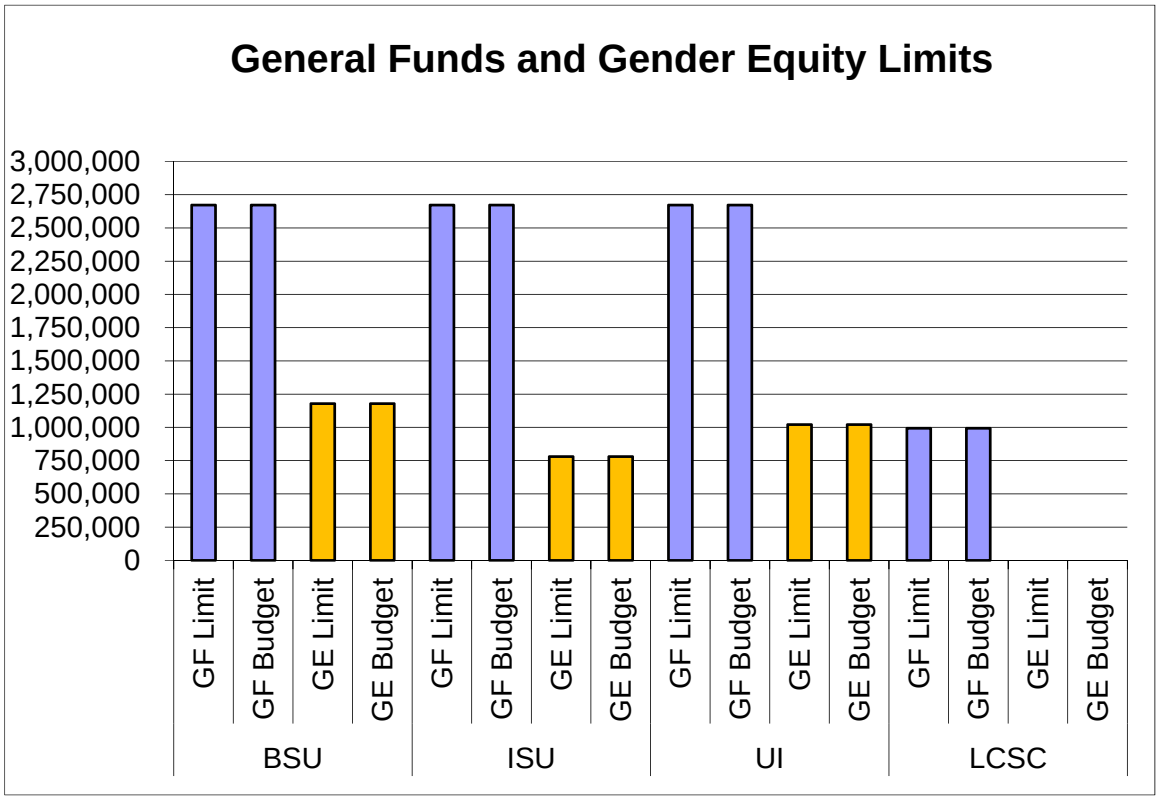


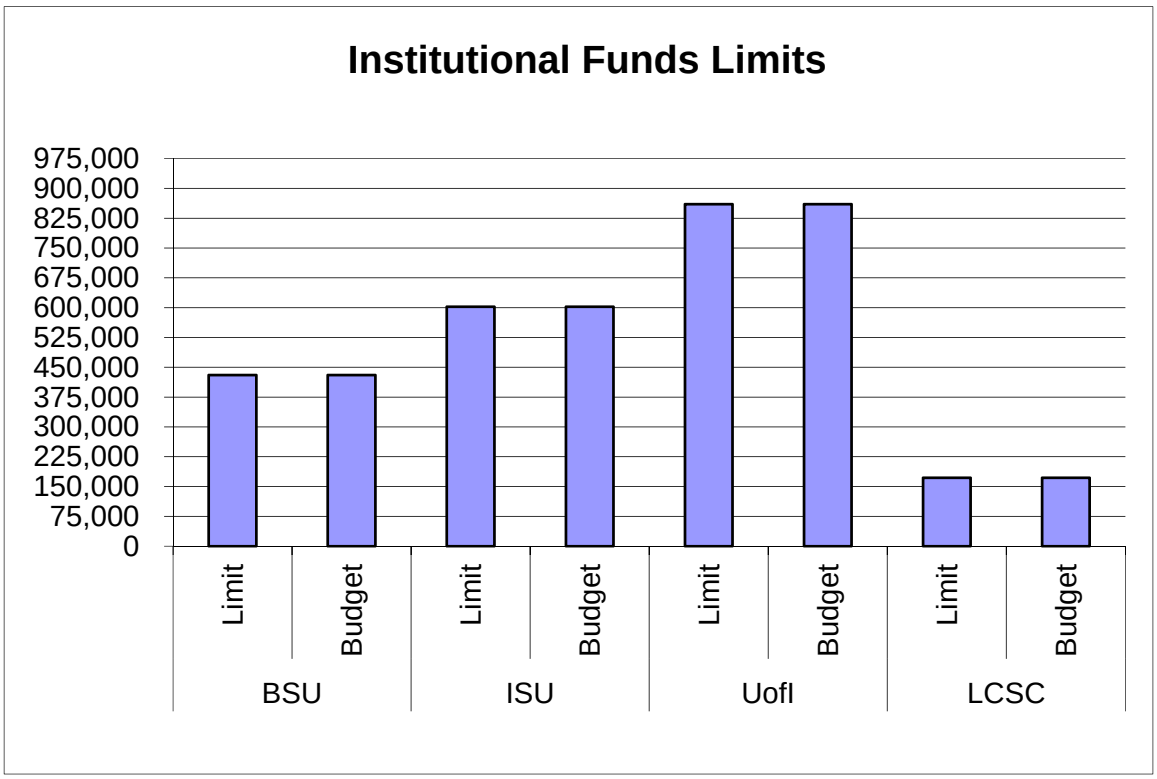




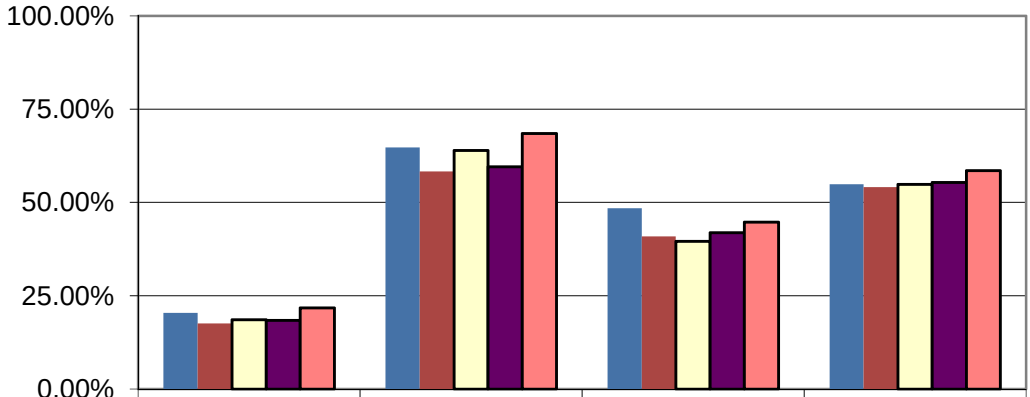
Attachment 2

FY15 Board Limits on General and Institutional Funds

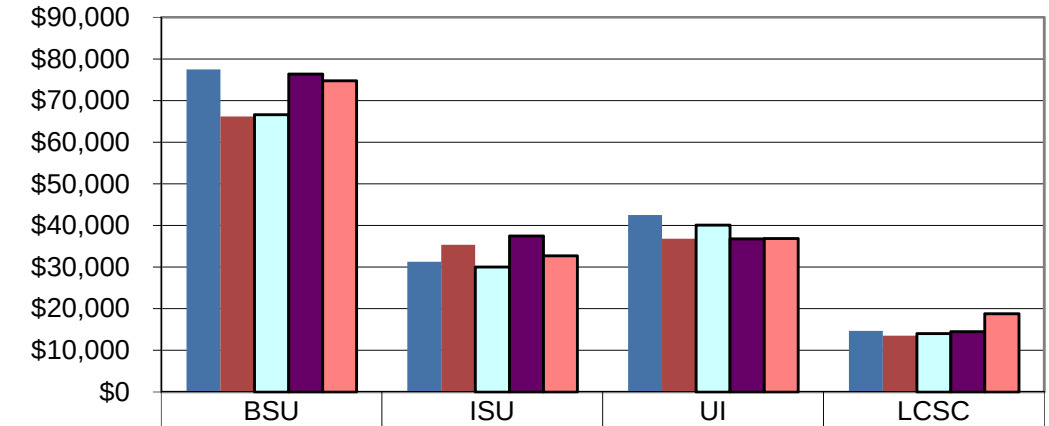




Student Fee/State & Institution Support as a % of Total Athletic Revenue



	BSU	ISU	UI	LCSC
FY11 Act.	20.38%	64.70%	48.40%	54.86%
FY12 Act.	17.52%	58.25%	40.90%	54.04%
FY13 Act.	18.55%	63.89%	39.57%	54.87%
FY14 Est.	18.39%	59.58%	41.87%	55.37%
FY15 Bud	21.72%	68.50%	44.74%	58.51%



	BSU	ISU	UI	LCSC
FY11 Act.	$77,476	$31,218	$42,454	$14,631
FY12 Act.	$66,116	$35,285	$36,748	$13,475
FY13 Act.	$66,592	$29,981	$40,087	$14,045
FY14 Est.	$76,345	$37,502	$36,815	$14,478
FY15 Bud	$74,732	$32,713	$36,826	$18,802

Boise State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 5

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	8,309,461	19.52%	8,321,733	18.00%	12,272	0.15%	7,703,396	18.31%	(618,337)	-7.43%
4	Guarantees	1,575,000	3.70%	665,000	1.44%	(910,000)	-57.78%	1,400,000	3.33%	735,000	110.53%
5	Contributions	11,142,524	26.18%	13,810,591	29.88%	2,668,067	23.94%	8,396,385	19.95%	(5,414,206)	-39.20%
6	NCAA/Conference/Tournaments	3,335,018	7.84%	4,391,230	9.50%	1,056,212	31.67%	5,208,455	12.38%	817,225	18.61%
7	TV/Radio/Internet Rights	39,095	0.09%	2,500	0.01%	(36,595)	-93.61%	10,000	0.02%	7,500	300.00%
8	Program/Novelty Sales, Concessionns, Parking	1,044,473	2.45%	935,331	2.02%	(109,142)	-10.45%	958,383	2.28%	23,052	2.46%
9	Royalty, Advertisement, Sponsorship	3,780,877	8.88%	3,591,352	7.77%	(189,525)	-5.01%	3,865,961	9.19%	274,609	7.65%
10	Endowment/Investment Income	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11	Other	1,654,680	3.89%	2,271,651	4.91%	616,971	37.29%	1,448,113	3.44%	(823,538)	-36.25%
12	Total Program Revenue	30,881,128	72.55%	33,989,388	73.54%	3,108,260	10.07%	28,990,693	68.90%	(4,998,695)	-14.71%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	213,059	0.50%	29,750	0.06%	(183,309)	-86.04%	29,750	0.07%	0	0.00%
15	Student Fees	3,293,399	7.74%	3,634,709	7.86%	341,310	10.36%	3,769,844	8.96%	135,135	3.72%
16	Direct State General Funds	2,424,400	5.70%	2,515,800	5.44%	91,400	3.77%	2,671,900	6.35%	156,100	6.20%
17	Gender Equity - General Funds	976,872	2.30%	1,109,700	2.40%	132,828	13.60%	1,178,600	2.80%	68,900	6.21%
18	Direct Institutional Support	386,100	0.91%	406,400	0.88%	20,300	5.26%	430,200	1.02%	23,800	5.86%
19	Subtotal State/Institutional Support	3,787,372	8.90%	4,031,900	8.72%	244,528	6.46%	4,280,700	10.17%	248,800	6.17%
20	Total Non-Program Revenue	7,293,830	17.14%	7,696,359	16.65%	402,529	5.52%	8,080,294	19.20%	383,935	4.99%
21	Subtotal Operating Revenue	38,174,958	89.69%	41,685,747	90.19%	3,510,789	9.20%	37,070,987	88.10%	(4,614,760)	-11.07%
22	**Non-Cash Revenue**										
23	Third Party Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24	Indirect Institutional Support	2,016,485	4.74%	1,924,930	4.16%	(91,555)	-4.54%	2,136,420	5.08%	211,490	10.99%
25	Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26	Out-of-State Tuition Revenue	2,373,316	5.58%	2,610,648	5.65%	237,332	10.00%	2,871,713	6.82%	261,065	10.00%
27	Subtotal Non-Cash Revenue	4,389,801	10.31%	4,535,578	9.81%	145,777	3.32%	5,008,133	11.90%	472,555	10.42%
28	**Total Revenue:**	42,564,759	100.00%	46,221,325	100.00%	3,656,566	8.59%	42,079,120	100.00%	(4,142,205)	-8.96%
29											
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	4,412,782	10.36%	4,908,672	10.62%	495,890	11.24%	5,191,955	12.34%	283,283	5.77%
33	Guarantees	650,651	1.53%	838,000	1.81%	187,349	28.79%	662,000	1.57%	(176,000)	-21.00%
34	Coaching Salary/Benefits	9,174,828	21.53%	9,748,206	21.09%	573,378	6.25%	8,756,783	20.81%	(991,423)	-10.17%
35	Admin Staff Salary/Benefits	5,022,466	11.79%	5,478,924	11.85%	456,458	9.09%	5,794,208	13.77%	315,284	5.75%
36	Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Recruiting	446,068	1.05%	432,120	0.93%	(13,948)	-3.13%	437,980	1.04%	5,860	1.36%
38	Team Travel	2,537,997	5.96%	2,422,888	5.24%	(115,109)	-4.54%	2,570,327	6.11%	147,439	6.09%
39	Equipment, Uniforms and Supplies	1,384,106	3.25%	1,276,416	2.76%	(107,690)	-7.78%	1,377,311	3.27%	100,895	7.90%
40	Game Expenses	1,331,753	3.13%	1,653,634	3.58%	321,881	24.17%	1,098,487	2.61%	(555,147)	-33.57%
41	Fund Raising, Marketing, Promotion	333,068	0.78%	281,291	0.61%	(51,777)	-15.55%	237,912	0.57%	(43,379)	-15.42%
42	Direct Facilities/Maint/Rentals	4,780,139	11.22%	5,150,171	11.14%	370,032	7.74%	1,888,553	4.49%	(3,261,618)	-63.33%
43	Debt Service on Facilities	4,399,874	10.33%	5,005,383	10.83%	605,509	13.76%	5,599,888	13.31%	594,505	11.88%
44	Spirit Groups	121,422	0.28%	110,081	0.24%	(11,341)	-9.34%	155,860	0.37%	45,779	41.59%
45	Medical Expenses & Insurance	184,118	0.43%	622,500	1.35%	438,382	238.10%	1,190,672	2.83%	568,172	91.27%
46	Memberships & Dues	524,793	1.23%	687,314	1.49%	162,521	30.97%	758,056	1.80%	70,742	10.29%
47	NCAA/Special Event/Bowls	235,915	0.55%	9,350	0.02%	(226,565)	-96.04%	15,750	0.04%	6,400	68.45%
48	Other Operating Expenses	2,683,625	6.30%	3,059,668	6.62%	376,043	14.01%	1,331,534	3.16%	(1,728,134)	-56.48%
49	Subtotal Operating Expenditures	38,223,605	89.70%	41,684,618	90.19%	3,461,013	9.05%	37,067,276	88.10%	(4,617,342)	-11.08%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52	3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53	Indirect Facilities & Admin Support	2,016,485	4.73%	1,924,930	4.16%	(91,555)	-4.54%	2,136,420	5.08%	211,490	10.99%
54	Non-Cash Expense		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
55	Out-of-State Tuition Expense	2,373,316	5.57%	2,610,648	5.65%	237,332	10.00%	2,871,713	6.83%	261,065	10.00%
56	Subtotal Non-Cash Expenditures	4,389,801	10.30%	4,535,578	9.81%	145,777	3.32%	5,008,133	11.90%	472,555	10.42%
57	**Total Expenditures:**	42,613,406	100.00%	46,220,196	100.00%	3,606,790	8.46%	42,075,409	100.00%	(4,144,787)	-8.97%

Boise State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 5

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
58											
59	**Net Income/(deficit)**	(48,647)		1,129		49,776	-102.32%	3,711		2,582	228.70%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	938,866		939,995		1,129	0.12%	943,706		3,711	0.39%
62											
63	**Sport Camps & Clinics**										
64	Revenue	678,940		400,000		(278,940)	-41.08%	400,000	0.95%	0	0.00%
65	Coach Compensation from Camp	282,486		150,000		(132,486)	-46.90%	150,000	0.36%	0	0.00%
66	Camp Expenses	499,941		250,000		(249,941)	-49.99%	250,000	0.59%	0	0.00%
67	Total Expenses	782,427		400,000		(382,427)	-48.88%	400,000	0.95%	0	0.00%
68	**Ending Fund Balance 6/30-BSU Camps**	647,604									
69	Net Income from Camps	544,117		0		(544,117)	-100.00%	0		0	0.00%

Boise State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 5

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	3,293,399	8.63%	3,634,709	8.72%	341,310	10.36%	3,769,844	10.17%	135,135	3.72%
3	Contributions	11,142,524	29.19%	13,810,591	33.13%	2,668,067	23.94%	8,396,385	22.65%	(5,414,206)	-39.20%
4	Direct State General Funds	2,424,400	6.35%	2,515,800	6.04%	91,400	3.77%	2,671,900	7.21%	156,100	6.20%
5	Gender Equity - General Funds	976,872	2.56%	1,109,700	2.66%	132,828	13.60%	1,178,600	3.18%	68,900	6.21%
6	Institutional Support	386,100	1.01%	406,400	0.97%	20,300	5.26%	430,200	1.16%	23,800	5.86%
7	NCAA/Conference	3,335,018	8.74%	4,391,230	10.53%	1,056,212	31.67%	5,208,455	14.05%	817,225	18.61%
8	TV/Radio/Internet	39,095	0.10%	2,500	0.01%	(36,595)	-93.61%	10,000	0.03%	7,500	300.00%
9	Concessions/program/etc.	1,044,473	2.74%	935,331	2.24%	(109,142)	-10.45%	958,383	2.59%	23,052	2.46%
10	Advertising/sponsorship/Royalty	3,780,877	9.90%	3,591,352	8.62%	(189,525)	-5.01%	3,865,961	10.43%	274,609	7.65%
11	Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12	NCAA/Bowl/World Series	213,059	0.56%	29,750	0.07%	(183,309)	-86.04%	29,750	0.08%	0	0.00%
13	Other	1,654,680	4.33%	2,271,651	5.45%	616,971	37.29%	1,448,113	3.91%	(823,538)	-36.25%
14	Total General Revenue	28,290,497	74.11%	32,699,014	78.44%	4,408,517	15.58%	27,967,591	75.44%	(4,731,423)	-14.47%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	7,537,204	19.74%	7,321,568	17.56%	(215,636)	-2.86%	6,772,022	18.27%	(549,546)	-7.51%
19	Game Guarantees	1,575,000	4.13%	575,000	1.38%	(1,000,000)	-63.49%	1,350,000	3.64%	775,000	134.78%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball		0.00%		0.00%		0.00%		0.00%		0.00%
22	Ticket Sales	653,494	1.71%	946,795	2.27%	293,301	44.88%	883,374	2.38%	(63,421)	-6.70%
23	Game Guarantees		0.00%	90,000	0.22%	90,000	100.00%	50,000	0.13%	(40,000)	-44.44%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country	4,544	0.01%	3,723	0.01%	(821)	-18.07%	3,510	0.01%	(213)	-5.72%
26	Tennis	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling	18,559	0.05%	6,206	0.01%	(12,353)	-66.56%	5,850	0.02%	(356)	-5.74%
29	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	9,788,801	25.64%	8,943,292	21.45%	(845,509)	-8.64%	9,064,756	24.45%	121,464	1.36%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	6,565	0.02%	5,378	0.01%	(1,187)	-18.08%	5,070	0.01%	(308)	-5.73%
35	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	57,286	0.15%	12,000	0.03%	(45,286)	-79.05%	9,000	0.02%	(3,000)	-25.00%
39	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41	Track & Field/Cross Country	4,544	0.01%	3,723	0.01%	(821)	-18.07%	3,510	0.01%	(213)	-5.72%
42	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43	Gymnastics	10,098	0.03%	8,274	0.02%	(1,824)	-18.06%	7,800	0.02%	(474)	-5.73%
44	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	10,098	0.03%	8,274	0.02%	(1,824)	-18.06%	7,800	0.02%	(474)	-5.73%
46	Softball	7,069	0.02%	5,792	0.01%	(1,277)	-18.06%	5,460	0.01%	(332)	-5.73%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Total Women's Sport Rev	95,660	0.25%	43,441	0.10%	(52,219)	-54.59%	38,640	0.10%	(4,801)	-11.05%
50	**Total Revenue**	38,174,958	100.00%	41,685,747	100.00%	3,510,789	9.20%	37,070,987	100.00%	(4,614,760)	-11.07%

Boise State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 5

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	1,891,453	4.95%	2,355,784	5.65%	464,331	24.55%	3,243,006	8.75%	887,222	37.66%
54	Fund Raising Office	705,861	1.85%	774,272	1.86%	68,411	9.69%	636,564	1.72%	(137,708)	-17.79%
55	Academics Support	1,086,948	2.84%	1,046,545	2.51%	(40,403)	-3.72%	1,038,993	2.80%	(7,552)	-0.72%
56	Media Relations	308,093	0.81%	369,637	0.89%	61,544	19.98%	385,841	1.04%	16,204	4.38%
57	Marketing and Promotions	473,848	1.24%	452,042	1.08%	(21,806)	-4.60%	445,168	1.20%	(6,874)	-1.52%
58	Ticket Office	359,720	0.94%	360,350	0.86%	630	0.18%	376,906	1.02%	16,556	4.59%
59	Athletic Training Room	643,210	1.68%	708,397	1.70%	65,187	10.13%	775,874	2.09%	67,477	9.53%
60	Memberships and Dues	524,793	1.37%	687,314	1.65%	162,521	30.97%	758,056	2.05%	70,742	10.29%
61	Facilities Mtn & Debt Service	6,313,573	16.52%	7,705,712	18.49%	1,392,139	22.05%	8,407,188	22.68%	701,476	9.10%
62	Capital Improvements	3,407,304	8.91%	3,480,000	8.35%	72,696	2.13%	138,500	0.37%	(3,341,500)	-96.02%
63	NCAA/Special Event/Bowls	216,747	0.57%	9,350	0.02%	(207,397)	-95.69%	15,750	0.04%	6,400	68.45%
64	Other Miscellaneous	4,600,164	12.03%	5,091,003	12.21%	490,839	10.67%	3,529,696	9.52%	(1,561,307)	-30.67%
65	**Total Admin & General**	20,531,714	53.71%	23,040,406	55.27%	2,508,692	12.22%	19,751,542	53.29%	(3,288,864)	-14.27%
66											
67	**Men's Programs:**										
68	Football	9,200,026	24.07%	10,136,408	24.32%	936,382	10.18%	8,260,504	22.29%	(1,875,904)	-18.51%
69	Basketball	1,757,700	4.60%	1,758,116	4.22%	416	0.02%	1,914,182	5.16%	156,066	8.88%
70	Track & Field/Cross Country	468,870	1.23%	552,213	1.32%	83,343	17.78%	567,019	1.53%	14,806	2.68%
71	Tennis	324,282	0.85%	327,868	0.79%	3,586	1.11%	340,706	0.92%	12,838	3.92%
72	Baseball	0	0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73	Wrestling	486,511	1.27%	461,159	1.11%	(25,352)	-5.21%	477,159	1.29%	16,000	3.47%
74	Golf	230,737	0.60%	189,223	0.45%	(41,514)	-17.99%	196,196	0.53%	6,973	3.69%
75	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76	Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77	**Total Men's Programs**	12,468,126	32.62%	13,424,987	32.21%	956,861	7.67%	11,755,766	31.71%	(1,669,221)	-12.43%
78											
79	**Women's Programs**										
80	Volleyball	576,637	1.51%	588,308	1.41%	11,671	2.02%	633,402	1.71%	45,094	7.67%
81	Basketball	1,152,429	3.01%	1,127,015	2.70%	(25,414)	-2.21%	1,232,135	3.32%	105,120	9.33%
82	Track & Field/Cross Country	551,227	1.44%	649,028	1.56%	97,801	17.74%	666,583	1.80%	17,555	2.70%
83	Tennis	291,020	0.76%	301,852	0.72%	10,832	3.72%	331,018	0.89%	29,166	9.66%
84	Gymnastics	546,568	1.43%	545,239	1.31%	(1,329)	-0.24%	576,453	1.56%	31,214	5.72%
85	Golf	247,327	0.65%	214,246	0.51%	(33,081)	-13.38%	222,839	0.60%	8,593	4.01%
86	Soccer	556,114	1.45%	551,201	1.32%	(4,913)	-0.88%	604,739	1.63%	53,538	9.71%
87	Softball	600,892	1.57%	626,111	1.50%	25,219	4.20%	650,379	1.75%	24,268	3.88%
88	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89	Swimming	701,551	1.84%	616,225	1.48%	(85,326)	-12.16%	642,420	1.73%	26,195	4.25%
90	Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91	**Total Women's Programs**	5,223,765	13.67%	5,219,225	12.52%	(4,540)	-0.09%	5,559,968	15.00%	340,743	6.53%
92											
93	**Total Expenditures**	38,223,605	100.00%	41,684,618	100.00%	3,461,013	9.05%	37,067,276	100.00%	(4,617,342)	-11.08%

Idaho State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 6

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	239,520	2.12%	229,631	1.90%	(9,889)	-4.13%	256,491	2.30%	26,860	11.70%
4	Guarantees	1,372,700	12.15%	1,255,000	10.40%	(117,700)	-8.57%	1,106,000	9.90%	(149,000)	-11.87%
5	Contributions	406,803	3.60%	420,409	3.49%	13,606	3.34%	298,200	2.67%	(122,209)	-29.07%
6	NCAA/Conference/Tournaments	601,037	5.32%	513,775	4.26%	(87,262)	-14.52%	424,000	3.79%	(89,775)	-17.47%
7	TV/Radio/Internet Rights	13,923	0.12%	4,000	0.03%	(9,923)	-71.27%	0	0.00%	(4,000)	-100.00%
8	Program/Novelty Sales, Concessionns, Parking	17,000	0.15%	17,000	0.14%	0	0.00%	17,000	0.15%	0	0.00%
9	Royalty, Advertisement, Sponsorship	410,155	3.63%	577,550	4.79%	167,395	40.81%	597,550	5.35%	20,000	3.46%
10	Endowment/Investment Income	17,851	0.16%	18,207	0.15%	356	1.99%	18,207	0.16%	0	0.00%
11	Other	182,407	1.61%	905,049	7.50%	722,642	396.17%	65,220	0.58%	(839,829)	-92.79%
12	Total Program Revenue	3,261,396	28.86%	3,940,621	32.67%	679,225	20.83%	2,782,668	24.90%	(1,157,953)	-29.39%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	11,670	0.10%	15,370	0.13%	3,700	31.71%	0	0.00%	(15,370)	-100.00%
15	Student Fees	2,096,674	18.55%	2,012,827	16.69%	(83,847)	-4.00%	1,995,734	17.86%	(17,093)	-0.85%
16	Direct State General Funds	2,424,400	21.45%	2,515,800	20.86%	91,400	3.77%	2,671,900	23.91%	156,100	6.20%
17	Gender Equity - General Funds	707,700	6.26%	734,400	6.09%	26,700	3.77%	780,000	6.98%	45,600	6.21%
18	Direct Institutional Support	562,700	4.98%	568,900	4.72%	6,200	1.10%	602,200	5.39%	33,300	5.85%
19	Subtotal State/Institutional Support	3,694,800	32.69%	3,819,100	31.66%	124,300	3.36%	4,054,100	36.28%	235,000	6.15%
20	Total Non-Program Revenue	5,803,144	51.35%	5,847,297	48.47%	44,153	0.76%	6,049,834	54.14%	202,537	3.46%
21	Subtotal Operating Revenue	9,064,540	80.21%	9,787,918	81.14%	723,378	7.98%	8,832,502	79.05%	(955,416)	
22	**Non-Cash Revenue**										
23	Third Party Support	26,863	0.24%	35,000	0.29%	8,137	30.29%	35,000	0.31%	0	0.00%
24	Indirect Institutional Support		0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Non-Cash Revenue	605,521	5.36%	600,000	4.97%	(5,521)	-0.91%	600,000	5.37%	0	0.00%
26	Out-of-State Tuition Revenue	1,604,010	14.19%	1,640,334	13.60%	36,324	2.26%	1,706,000	15.27%	65,666	4.00%
27	Subtotal Non-Cash Revenue	2,236,394	19.79%	2,275,334	18.86%	38,940	1.74%	2,341,000	20.95%	65,666	2.89%
28	**Total Revenue:**	11,300,934	100.00%	12,063,252	100.00%	762,318	6.75%	11,173,502	100.00%	(889,750)	-7.38%
29											
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	2,374,523	21.20%	2,339,890	19.40%	(34,633)	-1.46%	2,502,711	22.40%	162,821	6.96%
33	Guarantees	50,187	0.45%	95,500	0.79%	45,313	90.29%	126,000	1.13%	30,500	31.94%
34	Coaching Salary/Benefits	1,919,248	17.14%	2,003,685	16.61%	84,437	4.40%	2,171,882	19.44%	168,197	8.39%
35	Admin Staff Salary/Benefits	1,359,902	12.14%	1,418,930	11.76%	59,028	4.34%	1,415,609	12.67%	(3,321)	-0.23%
36	Severence Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Recruiting	190,156	1.70%	167,951	1.39%	(22,205)	-11.68%	223,803	2.00%	55,852	33.25%
38	Team Travel	1,140,313	10.18%	1,032,272	8.56%	(108,041)	-9.47%	840,461	7.52%	(191,811)	-18.58%
39	Equipment, Uniforms and Supplies	308,236	2.75%	357,904	2.97%	49,668	16.11%	279,418	2.50%	(78,486)	-21.93%
40	Game Expenses	304,579	2.72%	268,570	2.23%	(36,009)	-11.82%	260,728	2.33%	(7,842)	-2.92%
41	Fund Raising, Marketing, Promotion	108,336	0.97%	126,011	1.04%	17,675	16.31%	185,837	1.66%	59,826	47.48%
42	Direct Facilities/Maint/Rentals	243,210	2.17%	971,584	8.05%	728,374	299.48%	147,042	1.32%	(824,542)	-84.87%
43	Debt Service on Facilities	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Spirit Groups	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Medical Expenses & Insurance	271,586	2.42%	257,810	2.14%	(13,776)	-5.07%	302,810	2.71%	45,000	17.45%
46	Memberships & Dues	41,271	0.37%	48,000	0.40%	6,729	16.30%	48,000	0.43%	0	0.00%
47	NCAA/Special Event/Bowls	23,789	0.21%	16,400	0.14%	(7,389)	-31.06%	0	0.00%	(16,400)	-100.00%
48	Other Operating Expenses	628,896	5.61%	683,411	5.67%	54,515	8.67%	328,201	2.94%	(355,210)	-51.98%
49	Subtotal Operating Expenditures	8,964,232	80.03%	9,787,918	81.14%	823,686	9.19%	8,832,502	79.05%	(955,416)	-9.76%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	19,150	0.17%	30,000	0.25%	10,850	56.66%	30,000	0.27%	0	0.00%
52	3rd Party Admin Staff Compensation	7,713	0.07%	5,000	0.04%	(2,713)	-35.17%	5,000	0.04%	0	0.00%
53	Indirect Facilities & Admin Support	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
54	Non-Cash Expense	605,521	5.41%	600,000	4.97%	(5,521)	-0.91%	600,000	5.37%	0	0.00%
55	Out-of-State Tuition Expense	1,604,010	14.32%	1,640,334	13.60%	36,324	2.26%	1,706,000	15.27%	65,666	4.00%
56	Subtotal Non-Cash Expenditures	2,236,394	19.97%	2,275,334	18.86%	38,940	1.74%	2,341,000	20.95%	65,666	2.89%
57	**Total Expenditures:**	11,200,626	100.00%	12,063,252	100.00%	862,626	7.70%	11,173,502	100.00%	(889,750)	-7.38%

Idaho State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 6

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
58											
59	**Net Income/(deficit)**	100,308		0		(100,308)	-100.00%	0		0	0.00%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	1,522,609		1,522,609		0	0.00%	1,522,609		0	0.00%
62											
63	**Sport Camps & Clinics**										
64	Revenue	123,696		110,000		(13,696)	-11.07%	110,000	0.98%	0	0.00%
65	Coach Compensation from Camp	30,300		45,000		14,700	48.51%	45,000	0.40%	0	0.00%
66	Camp Expenses	63,112		65,000		1,888	2.99%	65,000	0.58%	0	0.00%
67	Total Expenses	93,412		110,000		16,588	17.76%	110,000	0.98%	0	0.00%
68											
69	Net Income from Camps	30,284		0		(30,284)	-100.00%	0		0	0.00%

Idaho State University
Intercollegiate Athletics Report
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Attachment 6

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	2,096,674	23.13%	2,012,827	20.56%	(83,847)	-4.00%	1,995,734	22.60%	(17,093)	-0.85%
3	Contributions	406,803	4.49%	420,409	4.30%	13,606	3.34%	298,200	3.38%	(122,209)	-29.07%
4	Direct State General Funds	2,424,400	26.75%	2,515,800	25.70%	91,400	3.77%	2,671,900	30.25%	156,100	6.20%
5	Gender Equity - General Funds	707,700	7.81%	734,400	7.50%	26,700	3.77%	780,000	8.83%	45,600	6.21%
6	Institutional Support	562,700	6.21%	568,900	5.81%	6,200	1.10%	602,200	6.82%	33,300	5.85%
7	NCAA/Conference	601,037	6.63%	513,775	5.25%	(87,262)	-14.52%	424,000	4.80%	(89,775)	-17.47%
8	TV/Radio/Internet	13,923	0.15%	4,000	0.04%	(9,923)	-71.27%	0	0.00%	(4,000)	-100.00%
9	Concessions/program/etc.	17,000	0.19%	17,000	0.17%	0	0.00%	17,000	0.19%	0	0.00%
10	Advertising/sponsorship/Royalty	410,155	4.52%	577,550	5.90%	167,395	40.81%	597,550	6.77%	20,000	3.46%
11	Endowments	17,851	0.20%	18,207	0.19%	356	1.99%	18,207	0.21%	0	0.00%
12	NCAA/Bowl/World Series	11,670	0.13%	15,370	0.16%	3,700	31.71%	0	0.00%	(15,370)	-100.00%
13	Other	182,407	2.01%	905,049	9.25%	722,642	396.17%	65,220	0.74%	(839,829)	-92.79%
14	Total General Revenue	7,452,320	82.21%	8,303,287	84.83%	850,967	11.42%	7,470,011	84.57%	(833,276)	-10.04%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	119,480	1.32%	124,178	1.27%	4,698	3.93%	140,000	1.59%	15,822	12.74%
19	Game Guarantees	970,000	10.70%	850,000	8.68%	(120,000)	-12.37%	650,000	7.36%	(200,000)	-23.53%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	64,367	0.71%	65,474	0.67%	1,107	1.72%	75,474	0.85%	10,000	15.27%
23	Game Guarantees	322,200	3.55%	325,000	3.32%	2,800	0.87%	400,000	4.53%	75,000	23.08%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country	2,788	0.03%	2,250	0.02%	(538)	-19.30%	2,000	0.02%	(250)	-11.11%
26	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	1,478,835	16.31%	1,366,902	13.97%	(111,933)	-7.57%	1,267,474	14.35%	(99,428)	-7.27%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	7,433	0.08%	7,857	0.08%	424	5.70%	6,100	0.07%	(1,757)	-22.36%
35	Game Guarantees	6,000	0.07%	9,000	0.09%	3,000	50.00%		0.00%	(9,000)	-100.00%
36	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	31,107	0.34%	23,717	0.24%	(7,390)	-23.76%	25,217	0.29%	1,500	6.32%
39	Game Guarantees	69,000	0.76%	66,500	0.68%	(2,500)	-3.62%	56,000	0.63%	(10,500)	-15.79%
40	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
41	Track & Field/Cross Country	2,788	0.03%	2,250	0.02%	(538)	-19.30%	2,000	0.02%	(250)	-11.11%
42	Tennis		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	15,057	0.17%	4,405	0.05%	(10,652)	-70.74%	5,700	0.06%	1,295	29.40%
46	Softball	2,000	0.02%	4,000	0.04%	2,000	100.00%		0.00%	(4,000)	-100.00%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Total Women's Sport Rev	133,385	1.47%	117,729	1.20%	(15,656)	-11.74%	95,017	1.08%	(22,712)	-19.29%
50	**Total Revenue**	9,064,540	100.00%	9,787,918	100.00%	723,378	7.98%	8,832,502	100.00%	(955,416)	-9.76%

Idaho State University
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 6

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	662,012	7.39%	627,154	6.41%	(34,858)	-5.27%	580,313	6.57%	(46,841)	-7.47%
54	Fund Raising Office	202,266	2.26%	212,063	2.17%	9,797	4.84%	213,043	2.41%	980	0.46%
55	Academics Support	225,644	2.52%	227,449	2.32%	1,805	0.80%	223,117	2.53%	(4,332)	-1.90%
56	Media Relations	170,857	1.91%	183,213	1.87%	12,356	7.23%	186,481	2.11%	3,268	1.78%
57	Marketing and Promotions	169,288	1.89%	216,243	2.21%	46,955	27.74%	219,228	2.48%	2,985	1.38%
58	Ticket Office	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
59	Athletic Training Room	264,165	2.95%	302,021	3.09%	37,856	14.33%	315,658	3.57%	13,637	4.52%
60	Memberships and Dues	41,271	0.46%	45,000	0.46%	3,729	9.04%	48,000	0.54%	3,000	6.67%
61	Facilities Mtn & Debt Service	85,000	0.95%	85,000	0.87%	0	0.00%	85,000	0.96%	0	0.00%
62	Capital Improvements	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
63	NCAA/Special Event/Bowls	23,789	0.27%	16,400	0.17%	(7,389)	-31.06%		0.00%	(16,400)	-100.00%
64	Other Miscellaneous	452,314	5.05%	1,325,066	13.54%	872,752	192.95%	602,276	6.82%	(722,790)	-54.55%
65	**Total Admin & General**	2,296,606	25.62%	3,239,609	33.10%	943,003	41.06%	2,473,116	28.00%	(766,493)	-23.66%
66											
67	**Men's Programs:**										
68	Football	2,628,308	29.32%	2,409,328	24.62%	(218,980)	-8.33%	2,317,637	26.24%	(91,691)	-3.81%
69	Basketball	858,299	9.57%	897,047	9.16%	38,748	4.51%	759,258	8.60%	(137,789)	-15.36%
70	Track & Field/Cross Country	306,057	3.41%	339,816	3.47%	33,759	11.03%	329,002	3.72%	(10,814)	-3.18%
71	Tennis	114,420	1.28%	122,014	1.25%	7,594	6.64%	124,821	1.41%	2,807	2.30%
72	Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
73	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
74	Golf		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
75	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
76	Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77	**Total Men's Programs**	3,907,084	43.59%	3,768,205	38.50%	(138,879)	-3.55%	3,530,718	39.97%	(237,487)	-6.30%
78											
79	**Women's Programs**										
80	Volleyball	426,474	4.76%	434,168	4.44%	7,694	1.80%	422,273	4.78%	(11,895)	-2.74%
81	Basketball	787,033	8.78%	752,910	7.69%	(34,123)	-4.34%	759,258	8.60%	6,348	0.84%
82	Track & Field/Cross Country	427,234	4.77%	439,417	4.49%	12,183	2.85%	468,074	5.30%	28,657	6.52%
83	Tennis	163,441	1.82%	175,529	1.79%	12,088	7.40%	193,918	2.20%	18,389	10.48%
84	Gymnastics	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
85	Golf	134,937	1.51%	107,066	1.09%	(27,871)	-20.65%	141,421	1.60%	34,355	32.09%
86	Soccer	422,973	4.72%	455,079	4.65%	32,106	7.59%	466,680	5.28%	11,601	2.55%
87	Softball	398,450	4.44%	415,935	4.25%	17,485	4.39%	377,044	4.27%	(38,891)	-9.35%
88	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
89	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90	Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91	**Total Women's Programs**	2,760,542	30.80%	2,780,104	28.40%	19,562	0.71%	2,828,668	32.03%	48,564	1.75%
92											
93	**Total Expenditures**	8,964,232	100.00%	9,787,918	100.00%	823,686	9.19%	8,832,502	100.00%	(955,416)	-9.76%

University of Idaho
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 7

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
1	**Revenue:**										
2	**Program Revenue:**										
3	Ticket Sales	754,828	3.80%	718,864	3.73%	(35,964)	-4.76%	852,000	4.36%	133,136	18.52%
4	Guarantees	2,490,000	12.52%	3,170,000	16.46%	680,000	27.31%	1,831,000	9.36%	(1,339,000)	-42.24%
5	Contributions	1,176,914	5.92%	3,053,172	15.86%	1,876,258	159.42%	2,739,774	14.01%	(313,398)	-10.26%
6	NCAA/Conference/Tournaments	3,983,478	20.04%	875,580	4.55%	(3,107,898)	-78.02%	1,525,580	7.80%	650,000	74.24%
7	TV/Radio/Internet Rights	50,000	0.25%	50,000	0.26%	0	0.00%	50,000	0.26%	0	0.00%
8	Program/Novelty Sales, Concessionns, Parking	25,388	0.13%	34,100	0.18%	8,712	34.32%	34,100	0.17%	0	0.00%
9	Royalty, Advertisement, Sponsorship	602,221	3.03%	710,000	3.69%	107,779	17.90%	710,000	3.63%	0	0.00%
10	Endowment/Investment Income	218,262	1.10%	225,000	1.17%	6,738	3.09%	225,000	1.15%	0	0.00%
11	Other	449,381	2.26%	306,000	1.59%	(143,381)	-31.91%	306,000	1.56%	0	0.00%
12	Total Program Revenue	9,750,472	49.04%	9,142,716	47.48%	(607,756)	-6.23%	8,273,454	42.30%	(869,262)	-9.51%
13	**Non-Program Revenue:**										
14	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
15	Student Fees	2,261,190	11.37%	2,295,858	11.92%	34,668	1.53%	2,261,110	11.56%	(34,748)	-1.51%
16	Direct State General Funds	2,424,400	12.19%	2,515,800	13.06%	91,400	3.77%	2,671,900	13.66%	156,100	6.20%
17	Gender Equity - General Funds	926,660	4.66%	961,600	4.99%	34,940	3.77%	1,021,300	5.22%	59,700	6.21%
18	Direct Institutional Support	772,100	3.88%	812,800	4.22%	40,700	5.27%	860,400	4.40%	47,600	5.86%
19	Subtotal State/Institutional Support	4,123,160	20.74%	4,290,200	22.28%	167,040	4.05%	4,553,600	23.28%	263,400	6.14%
20	Total Non-Program Revenue	6,384,350	32.11%	6,586,058	34.20%	201,708	3.16%	6,814,710	34.84%	228,652	3.47%
21	Subtotal Operating Revenue	16,134,822	81.16%	15,728,774	81.68%	(406,048)	-2.52%	15,088,164	77.13%	(640,610)	
22	**Non-Cash Revenue**										
23	Third Party Support	422,300	2.12%	418,800	2.17%	(3,500)	-0.83%	423,800	2.17%	5,000	1.19%
24	Indirect Institutional Support	448,831	2.26%	234,127	1.22%	(214,704)	-47.84%	468,254	2.39%	234,127	100.00%
25	Non-Cash Revenue	536,710	2.70%	536,710	2.79%	0	0.00%	536,710	2.74%	0	0.00%
26	Out-of-State Tuition Revenue	2,338,347	11.76%	2,338,347	12.14%	0	0.00%	3,044,250	15.56%	705,903	30.19%
27	Subtotal Non-Cash Revenue	3,746,188	18.84%	3,527,984	18.32%	(218,204)	-5.82%	4,473,014	22.87%	945,030	26.79%
28	**Total Revenue:**	19,881,010	100.00%	19,256,758	100.00%	(624,252)	-3.14%	19,561,178	100.00%	304,420	1.58%
29											
30	**Expenditures**										
31	**Operating Expenditures:**										
32	Athletics Student Aid	3,267,270	16.57%	3,345,062	17.47%	77,792	2.38%	3,552,364	18.16%	207,302	6.20%
33	Guarantees	318,099	1.61%	902,000	4.71%	583,901	183.56%	215,200	1.10%	(686,800)	-76.14%
34	Coaching Salary/Benefits	3,127,423	15.86%	3,073,469	16.05%	(53,954)	-1.73%	2,906,899	14.86%	(166,570)	-5.42%
35	Admin Staff Salary/Benefits	2,100,144	10.65%	2,025,948	10.58%	(74,196)	-3.53%	2,086,761	10.67%	60,813	3.00%
36	Severence Payments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Recruiting	616,004	3.12%	363,080	1.90%	(252,924)	-41.06%	363,080	1.86%	0	0.00%
38	Team Travel	2,385,190	12.10%	2,000,520	10.45%	(384,670)	-16.13%	2,349,442	12.01%	348,922	17.44%
39	Equipment, Uniforms and Supplies	635,019	3.22%	538,711	2.81%	(96,308)	-15.17%	540,361	2.76%	1,650	0.31%
40	Game Expenses	626,400	3.18%	588,909	3.08%	(37,491)	-5.99%	575,711	2.94%	(13,198)	-2.24%
41	Fund Raising, Marketing, Promotion	515,422	2.61%	275,226	1.44%	(240,196)	-46.60%	270,526	1.38%	(4,700)	-1.71%
42	Direct Facilities/Maint/Rentals	158,841	0.81%	158,841	0.83%	0	0.00%	19,500	0.10%	(139,341)	-87.72%
43	Debt Service on Facilities		0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
44	Spirit Groups		0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
45	Medical Expenses & Insurance	257,327	1.30%	388,580	2.03%	131,253	51.01%	388,580	1.99%	0	0.00%
46	Memberships & Dues	421,794	2.14%	259,100	1.35%	(162,694)	-38.57%	134,100	0.69%	(125,000)	-48.24%
47	NCAA/Special Event/Bowls		0.00%		0.00%	0	0.00%	0	0.00%	0	0.00%
48	Other Operating Expenses	1,766,173	8.96%	1,874,268	9.79%	108,095	6.12%	1,685,640	8.62%	(188,628)	-10.06%
49	Subtotal Operating Expenditures	16,195,106	82.13%	15,793,714	82.48%	(401,392)	-2.48%	15,088,163	77.13%	(705,551)	-4.47%
50	**Non-Cash Expenditures**										
51	3rd Party Coaches Compensation	404,800	2.05%	403,800	2.11%	(1,000)	-0.25%	408,800	2.09%	5,000	1.24%
52	3rd Party Admin Staff Compensation	17,500	0.09%	15,000	0.08%	(2,500)	-14.29%	15,000	0.08%	0	0.00%
53	Indirect Facilities & Admin Support	448,831	2.28%	234,127	1.22%	(214,704)	-47.84%	468,254	2.39%	234,127	100.00%
54	Non-Cash Expense	315,001	1.60%	363,710	1.90%	48,709	15.46%	536,710	2.74%	173,000	47.57%
55	Out-of-State Tuition Expense	2,338,347	11.86%	2,338,347	12.21%	0	0.00%	3,044,250	15.56%	705,903	30.19%
56	Subtotal Non-Cash Expenditures	3,524,479	17.87%	3,354,984	17.52%	(169,495)	-4.81%	4,473,014	22.87%	1,118,030	33.32%
57	**Total Expenditures:**	19,719,585	100.00%	19,148,698	100.00%	(570,887)	-2.90%	19,561,177	100.00%	412,479	2.15%

University of Idaho
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 7

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
58											
59	**Net Income/(deficit)**	161,425		108,060		(53,365)	-33.06%	0		(108,060)	-100.00%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	484,549		592,609		108,060	22.30%	592,609		0	0.00%
62											
63	**Sport Camps & Clinics**										
64	Revenue	125,150		236,300		111,150	88.81%	103,000	0.53%	(133,300)	-56.41%
65	Coach Compensation from Camp	12,149		61,828		49,679	408.91%	41,000	0.21%	(20,828)	-33.69%
66	Camp Expenses	113,001		174,472		61,471	54.40%	62,000	0.32%	(112,472)	-64.46%
67	Total Expenses	125,150		236,300		111,150	88.81%	103,000	0.53%	(133,300)	-56.41%
68											
69	Net Income from Camps	0		0		0	0.00%	0		0	0.00%

University of Idaho
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 7

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	2,261,190	14.01%	2,295,858	14.60%	34,668	1.53%	2,261,110	14.99%	(34,748)	-1.51%
3	Contributions	1,176,914	7.29%	3,053,172	19.41%	1,876,258	159.42%	2,739,774	18.16%	(313,398)	-10.26%
4	Direct State General Funds	2,424,400	15.03%	2,515,800	15.99%	91,400	3.77%	2,671,900	17.71%	156,100	6.20%
5	Gender Equity - General Funds	926,660	5.74%	961,600	6.11%	34,940	3.77%	1,021,300	6.77%	59,700	6.21%
6	Institutional Support	772,100	4.79%	812,800	5.17%	40,700	5.27%	860,400	5.70%	47,600	5.86%
7	NCAA/Conference	3,983,478	24.69%	875,580	5.57%	(3,107,898)	-78.02%	1,525,580	10.11%	650,000	74.24%
8	TV/Radio/Internet	50,000	0.31%	50,000	0.32%	0	0.00%	50,000	0.33%	0	0.00%
9	Concessions/program/etc.	25,388	0.16%	34,100	0.22%	8,712	34.32%	34,100	0.23%	0	0.00%
10	Advertising/sponsorship/Royalty	602,221	3.73%	710,000	4.51%	107,779	17.90%	710,000	4.71%	0	0.00%
11	Endowments	218,262	1.35%	225,000	1.43%	6,738	3.09%	225,000	1.49%	0	0.00%
12	NCAA/Bowl/World Series	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
13	Other	449,381	2.79%	306,000	1.95%	(143,381)	-31.91%	306,000	2.03%	0	0.00%
14	Total General Revenue	12,889,994	79.89%	11,839,910	75.28%	(1,050,084)	-8.15%	12,405,164	82.22%	565,254	4.77%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales	706,748	4.38%	625,000	3.97%	(81,748)	-11.57%	760,000	5.04%	135,000	21.60%
19	Game Guarantees	2,350,000	14.56%	3,035,000	19.30%	685,000	29.15%	1,700,000	11.27%	(1,335,000)	-43.99%
20	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	45,022	0.28%	80,000	0.51%	34,978	77.69%	80,000	0.53%	0	0.00%
23	Game Guarantees	90,000	0.56%	77,000	0.49%	(13,000)	-14.44%	80,000	0.53%	3,000	3.90%
24	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
25	Track & Field/Cross Country	0	0.00%	932	0.01%	932	100.00%		0.00%	(932)	-100.00%
26	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
27	Baseball Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
29	Golf	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
30	Volleyball	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
31	Total Men's Sport Revenue	3,191,770	19.78%	3,817,932	24.27%	626,162	19.62%	2,620,000	17.36%	(1,197,932)	-31.38%
32	**Women's Programs**										
33	Volleyball										
34	Ticket Sales	2,171	0.01%	6,000	0.04%	3,829	176.37%	6,000	0.04%	0	0.00%
35	Game Guarantees	5,000	0.03%	0	0.00%	(5,000)	-100.00%	0	0.00%	0	0.00%
36	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
37	Basketball						0.00%				0.00%
38	Ticket Sales	5,887	0.04%	6,000	0.04%	113	1.92%	6,000	0.04%	0	0.00%
39	Game Guarantees	40,000	0.25%	58,000	0.37%	18,000	45.00%	51,000	0.34%	(7,000)	-12.07%
40	Other (Tourn/Bowl/Conf)	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
41	Track & Field/Cross Country	0	0.00%	932	0.01%	932	100.00%		0.00%	(932)	-100.00%
42	Tennis	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
43	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Golf	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
45	Soccer	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
46	Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
48	Swimming	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
49	Total Women's Sport Rev	53,058	0.33%	70,932	0.45%	17,874	33.69%	63,000	0.42%	(7,932)	-11.18%
50	**Total Revenue**	16,134,822	100.00%	15,728,774	100.00%	(406,048)	-2.52%	15,088,164	100.00%	(640,610)	-4.07%

University of Idaho
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 7

		(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
51	**Expenditures by Sport**										
52	**Administrative and General**										
53	Athletic Director Office	1,145,896	7.08%	769,200	4.87%	(376,696)	-32.87%	595,312	3.95%	(173,888)	-22.61%
54	Fund Raising Office	373,729	2.31%	347,860	2.20%	(25,869)	-6.92%	350,190	2.32%	2,330	0.67%
55	Academics Support	165,344	1.02%	196,781	1.25%	31,437	19.01%	195,830	1.30%	(951)	-0.48%
56	Media Relations	221,877	1.37%	194,576	1.23%	(27,301)	-12.30%	201,726	1.34%	7,150	3.67%
57	Marketing and Promotions	186,419	1.15%	225,482	1.43%	39,063	20.95%	229,897	1.52%	4,415	1.96%
58	Ticket Office	270,713	1.67%	203,618	1.29%	(67,095)	-24.78%	209,501	1.39%	5,883	2.89%
59	Athletic Training Room	692,642	4.28%	307,000	1.94%	(385,642)	-55.68%	307,000	2.03%	0	0.00%
60	Memberships and Dues	489,804	3.02%	259,100	1.64%	(230,704)	-47.10%	134,100	0.89%	(125,000)	-48.24%
61	Facilities Mtn & Debt Service	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
62	Capital Improvements	44,125	0.27%	17,250	0.11%	(26,875)	-60.91%	20,250	0.13%	3,000	17.39%
63	NCAA/Special Event/Bowls	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
64	Other Miscellaneous	782,129	4.83%	1,403,895	8.89%	621,766	79.50%	1,429,617	9.48%	25,722	1.83%
65	**Total Admin & General**	4,372,678	27.00%	3,924,762	24.85%	(447,916)	-10.24%	3,673,423	24.35%	(251,339)	-6.40%
66											
67	**Men's Programs:**										
68	Football	5,420,569	33.47%	5,924,490	37.51%	503,921	9.30%	5,427,883	35.97%	(496,607)	-8.38%
69	Basketball	1,627,059	10.05%	1,324,528	8.39%	(302,531)	-18.59%	1,319,232	8.74%	(5,296)	-0.40%
70	Track & Field/Cross Country	468,119	2.89%	434,931	2.75%	(33,188)	-7.09%	441,459	2.93%	6,528	1.50%
71	Tennis	185,400	1.14%	203,641	1.29%	18,241	9.84%	220,778	1.46%	17,137	8.42%
72	Baseball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
73	Wrestling	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
74	Golf	234,455	1.45%	209,257	1.32%	(25,198)	-10.75%	210,128	1.39%	871	0.42%
75	Volleyball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
76	Rodeo		0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
77	**Total Men's Programs**	7,935,602	49.00%	8,096,847	51.27%	161,245	2.03%	7,619,481	50.50%	(477,366)	-5.90%
78											
79	**Women's Programs**										
80	Volleyball	698,173	4.31%	688,463	4.36%	(9,710)	-1.39%	683,510	4.53%	(4,953)	-0.72%
81	Basketball	994,570	6.14%	995,904	6.31%	1,334	0.13%	962,343	6.38%	(33,561)	-3.37%
82	Track & Field/Cross Country	509,856	3.15%	538,341	3.41%	28,485	5.59%	517,017	3.43%	(21,324)	-3.96%
83	Tennis	248,908	1.54%	247,935	1.57%	(973)	-0.39%	273,169	1.81%	25,234	10.18%
84	Gymnastics	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
85	Golf	259,344	1.60%	246,029	1.56%	(13,315)	-5.13%	247,495	1.64%	1,466	0.60%
86	Soccer	598,397	3.69%	587,312	3.72%	(11,085)	-1.85%	575,407	3.81%	(11,905)	-2.03%
87	Softball	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
88	Skiing	0	0.00%	0	0.00%	0	0.00%		0.00%	0	0.00%
89	Swimming	577,578	3.57%	468,121	2.96%	(109,457)	-18.95%	536,318	3.55%	68,197	14.57%
90	Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91	**Total Women's Programs**	3,886,826	24.00%	3,772,105	23.88%	(114,721)	-2.95%	3,795,260	25.15%	23,155	0.61%
92											
93	**Total Expenditures**	16,195,106	100.00%	15,793,714	100.00%	(401,392)	-2.48%	15,088,163	100.00%	(705,551)	-4.47%

Lewis Clark State College
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 8

	(1)	(2)	(3)	(4)	(5) (3-1)	(6) (5/1)	(7)	(8)	(9) (7-3)	(10) (9/3)
	FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
1 **Revenue:**										
2 **Program Revenue:**										
3 Ticket Sales	41,177	1.04%	38,100	0.92%	(3,077)	-7.47%	35,000	0.82%	(3,100)	-8.14%
4 Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
5 Contributions	622,670	15.67%	656,200	15.88%	33,530	5.38%	591,200	13.83%	(65,000)	-9.91%
6 NCAA/Conference/Tournaments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
7 TV/Radio/Internet Rights	7,300	0.18%	4,800	0.12%	(2,500)	-34.25%	4,800	0.11%	0	0.00%
8 Program/Novelty Sales, Concessionns, Parking		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
9 Royalty, Advertisement, Sponsorship		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
10 Endowment/Investment Income		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
11 Other		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
12 Total Program Revenue	671,147	16.90%	699,100	16.92%	27,953	4.16%	631,000	14.76%	(68,100)	-9.74%
13 **Non-Program Revenue:**										
14 NCAA/Bowl/World Series	459,212	11.56%	479,100	11.60%	19,888	4.33%	500,000	11.69%	20,900	4.36%
15 Student Fees	411,617	10.36%	428,750	10.38%	17,133	4.16%	430,000	10.06%	1,250	0.29%
16 Direct State General Funds	836,221	21.05%	906,500	21.94%	70,279	8.40%	993,300	23.23%	86,800	9.58%
17 Gender Equity - General Funds		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
18 Direct Institutional Support	126,500	3.18%	126,500	3.06%	0	0.00%	171,900	4.02%	45,400	35.89%
19 Subtotal State/Institutional Support	962,721	24.24%	1,033,000	25.00%	70,279	7.30%	1,165,200	27.25%	132,200	12.80%
20 Total Non-Program Revenue	1,833,550	46.16%	1,940,850	46.97%	107,300	5.85%	2,095,200	49.00%	154,350	7.95%
21 Subtotal Operating Revenue	2,504,697	63.05%	2,639,950	63.90%	135,253	5.40%	2,726,200	63.76%	86,250	3.27%
22 **Non-Cash Revenue**										
23 Third Party Support	32,100	0.81%	32,850	0.80%	750	2.34%	32,800	0.77%	(50)	-0.15%
24 Indirect Institutional Support	201,415	5.07%	187,600	4.54%	(13,815)	-6.86%	243,800	5.70%	56,200	29.96%
25 Non-Cash Revenue		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
26 Out-of-State Tuition Revenue	1,234,194	31.07%	1,271,300	30.77%	37,106	3.01%	1,272,700	29.77%	1,400	0.11%
27 Subtotal Non-Cash Revenue	1,467,709	36.95%	1,491,750	36.10%	24,041	1.64%	1,549,300	36.24%	57,550	3.86%
28 **Total Revenue:**	3,972,406	100.00%	4,131,700	100.00%	159,294	4.01%	4,275,500	100.00%	143,800	3.48%
29										
30 **Expenditures**										
31 **Operating Expenditures:**										
32 Athletics Student Aid	522,750	13.32%	520,100	12.87%	(2,650)	-0.51%	572,000	13.44%	51,900	9.98%
33 Guarantees	25,183	0.64%	43,500	1.08%	18,317	72.74%	40,500	0.95%	(3,000)	-6.90%
34 Coaching Salary/Benefits	507,559	12.93%	542,579	13.43%	35,020	6.90%	626,900	14.73%	84,321	15.54%
35 Admin Staff Salary/Benefits	249,018	6.34%	288,221	7.13%	39,203	15.74%	284,200	6.68%	(4,021)	-1.40%
36 Severence Payments		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37 Recruiting	41,690	1.06%	33,100	0.82%	(8,590)	-20.60%	32,500	0.76%	(600)	-1.81%
38 Team Travel	316,550	8.06%	294,700	7.29%	(21,850)	-6.90%	321,500	7.55%	26,800	9.09%
39 Equipment, Uniforms and Supplies	196,940	5.02%	174,200	4.31%	(22,740)	-11.55%	187,800	4.41%	13,600	7.81%
40 Game Expenses	87,410	2.23%	83,100	2.06%	(4,310)	-4.93%	90,250	2.12%	7,150	8.60%
41 Fund Raising, Marketing, Promotion		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42 Direct Facilities/Maint/Rentals		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
43 Debt Service on Facilities		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44 Spirit Groups		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
45 Medical Expenses & Insurance	15,600	0.40%	15,000	0.37%	(600)	-3.85%	15,000	0.35%	0	0.00%
46 Memberships & Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47 NCAA/Special Event/Bowls	422,574	10.76%	474,700	11.75%	52,126	12.34%	480,000	11.28%	5,300	1.12%
48 Other Operating Expenses	72,525	1.85%	78,900	1.95%	6,375	8.79%	56,800	1.33%	(22,100)	-28.01%
49 Subtotal Operating Expenditures	2,457,799	62.61%	2,548,100	63.07%	90,301	3.67%	2,707,450	63.60%	159,350	6.25%
50 **Non-Cash Expenditures**										
51 3rd Party Coaches Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52 3rd Party Admin Staff Compensation		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
53 Indirect Facilities & Admin Support	201,415	5.13%	187,600	4.64%	(13,815)	-6.86%	243,800	5.73%	56,200	29.96%
54 Non-Cash Expense	32,100	0.82%	32,850	0.81%	750	2.34%	32,800	0.77%	(50)	-0.15%
55 Out-of-State Tuition Expense	1,234,194	31.44%	1,271,300	31.47%	37,106	3.01%	1,272,700	29.90%	1,400	0.11%
56 Subtotal Non-Cash Expenditures	1,467,709	37.39%	1,491,750	36.93%	24,041	1.64%	1,549,300	36.40%	57,550	3.86%
57 **Total Expenditures:**	3,925,508	100.00%	4,039,850	100.00%	114,342	2.91%	4,256,750	100.00%	216,900	5.37%

Lewis Clark State College
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 8

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
58											
59	**Net Income/(deficit)**	46,898		91,850		44,952	95.85%	18,750		(73,100)	-79.59%
60											
61	**Ending Fund Balance 6/30 (PY Fund Balance plus Line 59)**	264,927		356,777		91,850	34.67%	375,527		18,750	5.26%
62											
63	**Sport Camps & Clinics**										
64	Revenue	98,580		138,300		39,720	40.29%	139,000	3.27%	700	0.51%
65	Coach Compensation from Camp	35,158		29,800		(5,358)	-15.24%	30,000	0.70%	200	0.67%
66	Camp Expenses	39,800		45,600		5,800	14.57%	46,000	1.08%	400	0.88%
67	Total Expenses	74,958		75,400		442	0.59%	76,000	1.79%	600	0.80%
68											
69	Net Income from Camps	23,622		62,900		39,278	166.28%	63,000		100	0.16%

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		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
	Revenue by Program:										
1	**General Revenue:**										
2	Student Fees	411,617	16.43%	428,750	16.24%	17,133	4.16%	430,000	15.77%	1,250	0.29%
3	Contributions	86,881	3.47%	189,300	7.17%	102,419	117.88%	225,200	8.26%	35,900	18.96%
4	Direct State General Funds	836,221	33.39%	906,500	34.34%	70,279	8.40%	993,300	36.44%	86,800	9.58%
5	Gender Equity - General Funds	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
6	Institutional Support	126,500	5.05%	126,500	4.79%	0	0.00%	171,900	6.31%	45,400	35.89%
7	NCAA/Conference	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
8	TV/Radio/Internet	7,300	0.29%	4,800	0.18%	(2,500)	-34.25%	4,800	0.18%	0	0.00%
9	Concessions/program/etc.	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
10	Advertising/sponsorship/Royalty	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
11	Endowments	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
12	NCAA/Bowl/World Series	459,212	18.33%	479,100	18.15%	19,888	4.33%	500,000	18.34%	20,900	4.36%
13	Other	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
14	Total General Revenue	1,927,731	76.96%	2,134,950	80.87%	207,219	10.75%	2,325,200	85.29%	190,250	8.91%
15	**Revenue By Sport:**										
16	**Men's Programs:**										
17	Football										
18	Ticket Sales		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
19	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
20	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
21	Basketball										
22	Ticket Sales	9,059	0.36%	8,400	0.32%	(659)	-7.27%	7,700	0.28%	(700)	-8.33%
23	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
24	Contributions (Fundraising)	91,579	3.66%	127,800	4.84%	36,221	39.55%	40,000	1.47%	(87,800)	-68.70%
24	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
25	Track & Field/Cross Country (Contributions & Fundraising)	28,351	1.13%	28,900	1.09%	549	1.94%	35,000	1.28%	6,100	21.11%
26	Tennis (Contributions & Fundraising)	4,916	0.20%	11,600	0.44%	6,684	135.96%	8,000	0.29%	(3,600)	-31.03%
27	Baseball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
28	Ticket Sales	20,588	0.82%	19,100	0.72%	(1,488)	-7.23%	17,500	0.64%	(1,600)	-8.38%
29	Contributions (Fundraising)	111,221	4.44%	86,100	3.26%	(25,121)	-22.59%	85,000	3.12%	(1,100)	-1.28%
29	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
30	Golf (Contributions & Fundraising)	35,268	1.41%	20,100	0.76%	(15,168)	-43.01%	25,000	0.92%	4,900	24.38%
31	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
32	Total Men's Sport Revenue	300,982	12.02%	302,000	11.44%	1,018	0.34%	218,200	8.00%	(83,800)	-27.75%
33	**Women's Programs**										
34	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
35	Ticket Sales	2,471	0.10%	2,300	0.09%	(171)	-6.92%	2,100	0.08%	(200)	-8.70%
36	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
37	Contributions (Fundraising)	43,850	1.75%	26,400	1.00%	(17,450)	-39.79%	45,000	1.65%	18,600	70.45%
38	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
39	Basketball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
40	Ticket Sales	9,059	0.36%	8,400	0.32%	(659)	-7.27%	7,700	0.28%	(700)	-8.33%
41	Game Guarantees		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
42	Contributions (Fundraising)	106,462	4.25%	82,500	3.13%	(23,962)	-22.51%	55,000	2.02%	(27,500)	-33.33%
43	Other (Tourn/Bowl/Conf)		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
44	Track & Field/Cross Country (Contributions & Fundraising)	65,199	2.60%	44,800	1.70%	(20,399)	-31.29%	40,000	1.47%	(4,800)	-10.71%
45	Tennis (Contributions & Fundraising)	5,642	0.23%	14,300	0.54%	8,658	153.46%	8,000	0.29%	(6,300)	-44.06%
46	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
47	Golf (Contributions & Fundraising)	43,301	1.73%	24,300	0.92%	(19,001)	-43.88%	25,000	0.92%	700	2.88%
48	Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
49	Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
50	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
51	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
52	Total Women's Sport Rev	275,984	11.02%	203,000	7.69%	(72,984)	-26.45%	182,800	6.71%	(20,200)	-9.95%
53	**Total Revenue**	2,504,697	100.00%	2,639,950	100.00%	135,253	5.40%	2,726,200	100.00%	86,250	3.27%

Lewis Clark State College
Intercollegiate Athletics Report
FY13 Actuals, Revised Estimates for FY14, and FY15 Operating Budgets

Attachment 8

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
						(3-1)	(5/1)			(7-3)	(9/3)
		FY13 Act	%	FY14 Est as of 5/13	%	Variance 14 Est/13 Act	Variance %	FY15 Orig Oper Bdgt	%	Variance 15 Bud/14 Est	Variance %
54	**Expenditures by Sport**										
55	**Administrative and General**										
56	Athletic Director Office	371,397	15.11%	429,700	16.86%	58,303	15.70%	395,280	14.60%	(34,420)	-8.01%
57	Fund Raising Office	1,280	0.05%	1,100	0.04%	(180)	-14.06%	1,500	0.06%	400	36.36%
58	Academics Support		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
59	Media Relations		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
60	Marketing and Promotions		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
61	Ticket Office		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
62	Athletic Training Room	40,521	1.65%	35,000	1.37%	(5,521)	-13.63%	34,700	1.28%	(300)	-0.86%
63	Memberships and Dues		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
64	Facilities Mtn & Debt Service		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
65	Capital Improvements		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
66	NCAA/Special Event/Bowls	422,574	17.19%	474,700	18.63%	52,126	12.34%	480,000	17.73%	5,300	1.12%
67	Other Miscellaneous		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
68	**Total Admin & General**	835,772	34.00%	940,500	36.91%	104,728	12.53%	911,480	33.67%	(29,020)	-3.09%
69											
70	**Men's Programs:**										
71	Football		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
72	Basketball	205,771	8.37%	212,700	8.35%	6,929	3.37%	232,003	8.57%	19,303	9.08%
73	Track & Field/Cross Country	59,363	2.42%	70,200	2.75%	10,837	18.26%	151,862	5.61%	81,662	116.33%
74	Tennis	31,519	1.28%	32,400	1.27%	881	2.80%	48,334	1.79%	15,934	49.18%
75	Baseball	491,415	19.99%	487,200	19.12%	(4,215)	-0.86%	487,723	18.01%	523	0.11%
76	Wrestling		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
77	Golf	64,972	2.64%	58,900	2.31%	(6,072)	-9.35%	64,387	2.38%	5,487	9.32%
78	Volleyball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
79	Rodeo		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
80	**Total Men's Programs**	853,040	34.71%	861,400	33.81%	8,360	0.98%	984,309	36.36%	122,909	14.27%
81											
82	**Women's Programs**										
83	Volleyball	249,885	10.17%	227,200	8.92%	(22,685)	-9.08%	228,053	8.42%	853	0.38%
84	Basketball	276,324	11.24%	281,300	11.04%	4,976	1.80%	286,281	10.57%	4,981	1.77%
85	Track & Field/Cross Country	124,008	5.05%	128,700	5.05%	4,692	3.78%	163,012	6.02%	34,312	26.66%
86	Tennis	37,696	1.53%	37,800	1.48%	104	0.28%	52,534	1.94%	14,734	38.98%
87	Gymnastics		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
88	Golf	81,074	3.30%	71,200	2.79%	(9,874)	-12.18%	81,781	3.02%	10,581	14.86%
89	Soccer		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
90	Softball		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
91	Skiing		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
92	Swimming		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
93	Rodeo/New Sport		0.00%		0.00%	0	0.00%		0.00%	0	0.00%
94	**Total Women's Programs**	768,987	31.29%	746,200	29.28%	(22,787)	-2.96%	811,661	29.98%	65,461	8.77%
95											
96	**Total Expenditures**	2,457,799	100.00%	2,548,100	100.00%	90,301	3.67%	2,707,450	100.00%	159,350	6.25%

AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY 2016 Line Item Budget Requests

REFERENCE

April 2014	Board approved guidance to the college and universities regarding submission of line item budget requests

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.
Title 67, Chapter 35, Idaho Code

BACKGROUND/ DISCUSSION

As discussed at its April 2014 Board meeting, the Board approved line item categories and will review line items at the June 2014 meeting. Subsequently, the Board will approve the final budget request at the August 2014 meeting. Following Board approval in August, the budget requests will be submitted to the Legislative Services Office (LSO) and Division of Financial Management (DFM) by September 2, 2014.

The line items represent the unique needs of the institutions and agencies and statewide needs. The line items are prioritized by the Board for the institutions, following review.

The following line item guidelines were provided for the college and universities in no order of priority:

System wide

1. **Complete College Idaho**
2. **Deferred Maintenance**
3. **Financial Aid (merit and need based)**
4. **One-time funding for philanthropic matching program**

Institution-level

1. **Salary Competitiveness**
2. **Institution-specific Initiatives (up to two).**

Subsequently, staff determined that Occupancy Costs would not count as one of the two institution specific initiatives. The information included in the final budget request must include supporting documentation sufficient enough to enable the Board, LSO and DFM to make an informed decision.

The line items are summarized separately, one summary for the college and universities and one for the community colleges and agencies. The detail

information for each line item request is included on the page referenced on the summary report.

IMPACT

Once the Board has provided guidance on priority, category, dollar limit, etc., Board staff will work with the Business Affairs and Human Resources (BAHR) Committee, DFM and the agencies/institutions to prepare line items to be approved at the August meeting.

ATTACHMENTS

Line Items Summary: College & Universities ..... Page 3
Line Items Summary: Community Colleges and Agencies ..... Page 4-5
Occupancy Costs ..... Page 6
Individual Line Items ..... Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The Board's guidance in reviewing and accepting the line items will enable the institutions and agencies to prepare their FY 2016 budgets requests with the proper amount of analysis and oversight.

Staff and the institutions will work with the BAHR committee in further reviewing line items in detail, developing the four Systemwide initiatives, and bring forward recommendations to the August Board meeting.

All four 4-year and three 2-year institutions are requesting funding to address the Complete College Idaho (CCI). There are a number of other significant initiatives the agencies and institutions are proposing, and request associated funding. Representatives from the agencies and institutions will be available to answer specific questions.

BOARD ACTION

I move to accept the FY 2016 line items as listed on the Line Items Summary at Tab 3 pages 3-4.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

STATE BOARD OF EDUCATION

FY 2016 Line Items - College and Universities

	By Institution/Agency	Page	Priority	Institution Specific Initiatives	Complete College Idaho	Deferred Maintenance	Philanthropic Matching Fund	Total
1	System-wide Needs							
	Complete College Idaho	7	1					
	Deferred Maintenance	39	2			10,000,000		10,000,000
	Philanthropic Matching Program	43	3				1,000,000	1,000,000
	HERC: Research Infrastructure	N/A	4	100,000				100,000
2	Boise State University				4,496,500			10,914,800
	Salary Competitiveness	47	1	3,709,900				
	Campus Security	49	2	1,447,500				
	Computer Science Workforce Initiative	51	3	1,260,900				
3	Idaho State University				5,243,000			18,616,700
	Salary Competitiveness	53	1	5,107,400				0
	Occupancy Costs	6	2	73,700				0
	Career Path Internship Match	57	3	1,700,000				0
	Advanced Nanofabrication	61	4	6,492,600				0
4	University of Idaho				1,034,000			10,874,700
	Occupancy Costs	6	1	25,600				0
	Salary Competitiveness	67	2	4,199,300				0
	5% Base General Fund Increase	69	3	3,956,000				0
	Employment Readiness Program	71	4	1,322,000				0
	Idaho Law & Justice Learning Center	75	5	337,800				0
5	Lewis-Clark State College				829,400			4,232,400
	Work College Trial	83	1	209,000				0
	Salary Competitiveness	87	2	3,194,000				0
				$ 33,135,700	$ 11,602,900	$ 10,000,000	$ 1,000,000	$ 55,738,600

6	Total FY15 College & Universities Approp	$ 251,223,200
7	Percentage of FY15 Appropriation	22.2%

STATE BOARD OF EDUCATION

FY 2016 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2015 Appropriation	Page	Priority	FY 2016 Request	Comments
1	Professional-Technical Education	53,079,000			2,594,100	
	State Leadership & Technical Asst.	2,181,100				
	General Programs	11,772,600	95	2	1,009,400	Secondary Added Cost Funding
	Post-secondary Programs	38,148,000	91&99	1 & 3	1,259,700	EITC Data Mgmt System/Adv. Manu. Prog.
	Dedicated Programs		103	4	325,000	Agricultural & Natural Resources Education
	Related Services	977,300				
2	Community Colleges	32,978,500			4,917,000	
	College of Southern Idaho	12,265,300			1,210,000	
	Complete College Idaho		107	1	1,000,000	
	Achievement Based Software		113	2	100,000	
	Institutional Researcher		117	3	110,000	
	North Idaho College	10,341,100			1,930,200	
	Complete College Idaho		121	1	1,000,000	
	Data System Analyst/Developer		127	2	112,500	
	Security Measures		129	3	620,000	
	Electronic & IT Coordinator		131	4	197,700	
	College of Western Idaho	10,372,100			1,776,800	
	Complete College Idaho		135	1	996,800	
	Math Learning Lab		141	2	535,000	
	Weapons on Campus		145	3	245,000	
3	Agricultural Research/Extension	26,453,700			1,510,000	
	Personnel and Operating Expenditures		149	1	1,510,000	
4	Health Education Programs	11,355,700			2,053,300	
	W-I Veterinary Education	1,951,300				
	WWAMI Medical Education	3,962,000			646,700	
	Continue Five Seats Year 3 of 4		155	1	180,300	
	Continue Five Seats Year 2 of 4		157	2	180,300	
	Year 1: Five new seats		159	3	286,100	
	IDEP	1,505,600				
	Univ. of Utah Med. Ed.	1,333,600				
	Family Medicine Residencies	2,241,800			681,300	
	Idaho State University FMR		163	1	90,000	ISU Residency Support
	Family Medicine Residency of Idaho		167	1	411,300	Increase State Support
	Kootenai Health FMR		171	1	180,000	Kootenai Residency Support
	Boise Internal Medicine Residency	240,000				
	Psychiatry Residency	121,400	175	1	78,600	Increase State Support

STATE BOARD OF EDUCATION

FY 2016 Line Items - Community Colleges and Agencies

Prio	By Institution/Agency	FY 2015 Appropriation	Page	Priority	FY 2016 Request	Comments
5	Special Programs	9,346,400			5,009,400	
	Forest Utilization Research	887,100			268,500	
	Forest Resource Economist		179	1	111,600	
	Rangeland Resource Management Analyst		183	2	107,900	
	Forest Resource Analyst		187	3	49,000	
	Geological Survey	821,100	191	1	120,100	Landslide inventory and hazard research
	Scholarships and Grants	6,723,400			4,322,700	
	GEAR UP		195	1		Federal funds only: $852,300
	Opportunity Scholarship		199	2	4,322,700	
	Museum of Natural History	503,900				
	Small Bus. Development Centers	260,500	203	1	298,100	Business Development
	TechHelp	150,400				
6	Office of the State Board of Education	2,289,200			130,800	
	Charter Commission Program Manager		209	1	130,800	
	State Authorizers Reciprocity Spend Auth.		213	3		Proprietary school funds only: $21,000
7	Idaho Public Television	2,200,700	217	1	355,700	Idaho Experience
8	Vocational Rehabilitation	7,493,900			147,000	
	Vocational Rehabilitation	3,398,100			57,200	
	Counselor Salaries		221	1	57,200	
	Additional grant funds		225	2		Federal funds only: $1,200,000
	Community Supported Employment	3,896,500				
	Council for the Deaf/Hard of Hearing	199,300	229	3	89,800	Communication/Outreach
9	Total	$ 145,197,100			$ 16,717,300	

STATE BOARD OF EDUCATION

FY 2016 Budget Request

Colleges & Universities

Calculation of Occupancy Costs

	Institution/Project	Projected Date of Occupancy	% of Use for Non-Aux. Education	Gross Sq Footage	Non-Aux. Sq Footage	(1) Custodial Costs FTE	(2) Custodial Costs Sal & Ben	(2) Custodial Costs Supplies	(2) Custodial Costs Total	(3) Utility Estimate	(4) Maintenance Costs Repl Value	(4) Maintenance Costs Cost@1.5%	(5) Other	Total Occ Cost	% qtrs used in FY16	Revised FY16
1	**Institution/Project**															
2																
3	**IDAHO STATE UNIVERSITY**															
4	Meridian Facility - Lab/Office Space	July-15	100%	14,394	14,394	0.55	19,300	1,400	20,700	24,500	1,100,000	16,500	12,000	73,700	100%	73,700
5																
6						0.55	19,300	1,400	20,700	24,500		16,500	12,000	73,700		73,700
7																
8	**University of Idaho**															
9	Aquaculture Research Institute Lab	December-15	100%	7,500	7,500	0.29	10,200	800	11,000	12,400	1,100,000	16,500	6,700	46,600	55%	25,600
10						0.29	10,200	800	11,000	12,400		16,500	6,700	46,600		25,600
11																
12																
13																
14																
15	* Leased space on Capitol Mall															
16																
17																
18																

19 (1) FTE for the first 13,000 gross square footage and in 13,000 GSF increments thereafter, .5 Custodial FTE will be provided.

20 (2) Salary for custodians will be 80% of Policy for pay grade "E" as prepared by the Division of Human Resources.

21 Benefit rates as stated in the annual Budget Development Manual; workers comp rates reflect institution's rate for custodial category

22 Salary CU: $19,635.00 CC: $18,700.00

23 Benefits

			BSU	ISU	UI	LCSC	CSI	NIC	CWI
24	FICA								
25	SSDI salary to $110,100	6.2000% x salary							
26	SSHI	1.4500% x salary							
27	Unemployment Insurance	0.3000% x salary							
28	Life Insurance	0.6750% x salary							
29	Retirement: PERSI	11.3200% x salary							
30	Workmans Comp	x salary	4.50%	3.98%	4.81%	4.51%	4.81%	4.35%	4.35%
31	Sick Leave	0.6500% x salary							
32	Human Resources		0.306%	0.306%		0.554%	0.306%	0.306%	0.306%
33		20.5950% per position	25.4010%	24.8833%	25.4050%	25.6585%	25.7110%	25.2510%	25.2510%
34	Health Insurance	$10,550.00							
35	Supplies	0.10							
36									

(3) Annual utility costs will be projected at $1.75 per sq ft 1.75

(4) Building maintenance funds will be based on 1.5% of the construction cost (excluding architectural/engineering fees, site work, movable equipment, etc.) for new buildings or 1.5% of the replacement value for existing buildings.

(5) Other:

IT Maintenance	1.5000	GSF
Security	0.2200	GSF
General Safety	0.0900	GSF
Research & Scientific Safety Costs	0.5000	GSF
Total	2.3100	
Too High - Used 1/3	**0.7700**	**GSF**
Landscape Greenscape	0.0003	CRV
Insurance Costs	0.0005	CRV
Total	**0.00080**	**CRV**

AGENCY: State Board of Education	Agency No.: 510	FY 2016 Request
FUNCTION: System-wide Needs	Function No.: 01	Page ___ of __ Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Complete College Idaho**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1.					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:	$11,602,900				$11,602,900
GRAND TOTAL	$11,602,900				$11,602,900

The Board-approved Complete College Idaho plan is comprised of five key strategies. Within each of the key strategy are specific initiatives which are in various stages of development and deployment.

1. Strengthen pipeline
    a. Ensure college and career readiness
    b. Develop intentional advising that links education with careers
    c. Support accelerated secondary to postsecondary and career pathways
2. Transform remediation
    a. Implement college and career readiness education and assessments
    b. Develop a statewide model for transformation of remedial placement/support
    c. Provide three model options: co-requisite, emporium, accelerated
3. Structure for success
    a. Strong, clear, and guaranteed statewide articulation and transfer options

   b. Default program, curriculum options
   c. Package certificates and degree programs for accelerated completion
   d. Adult reintegration/near completers
   e. Cost effective delivery option for students in Eastern Idaho
   f. Early warning system
4. Reward progress and completion
   a. Establish metrics and accountability tied to institutional mission
   b. Recognize and reward performance
   c. Redesign the State's current offerings of postsecondary financial aid
5. Leverage partnerships
   a. Strengthen collaborations between education and business
   b. College Access Network
   c. STEM education

The line items addressing the CCI strategies and initiatives are as follows:

	Strategy/Initiative	Page
Boise State University		
• Enhance full-time faculty	1.a, b, c, 2.a, 3, 5.a, c	9
Idaho State University		
• Bengal Bridge	1.a, c, 2.a, b, c	13
• Expand online course capability	1.c	17
• Graduate Teaching Assistantships	1.a, b, 4.b, 5.a, c	21
• Bengal Solutions	1.a, b, 5.a	27
University of Idaho		
• Advising	1.b	31
Lewis-Clark State College		
• Student Success	1, 3, 5.c	35

AGENCY: Boise State University | Agency No.: 510 | FY 2016 Request
FUNCTION: System-wide Needs | Function No.: 01 | Page __1_ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Enhance full-time faculty** Priority Ranking

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	82.0				82.0
PERSONNEL COSTS:					
1. Salaries	$2,839,000				$2,839,000
2. Benefits	1,447,500				1,447,500
3.					
TOTAL PERSONNEL COSTS:	$4,286,500				$4,286,500
OPERATING EXPENDITURES **by summary object:**					
Operating Expenditures	$210,000				$210,000
TOTAL OPERATING EXPENDITURES:	$210,000				$210,000
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$4,496,500				$4,496,500

Supports institution/agency and Board strategic plans:

Goal _____ [e.g. Goal 1, Objective 3]

*Performance Measure:*_____

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request identifies needs associated with ensuring the success of the State Board of Education 60% goal. The key strategies include increasing capacity in degree programs with high student demand, remove existing barriers to degree progression and graduation, increase course offerings at night and on the week-

ends, add faculty lines to significantly increase course sections per year, and to reduce reliance on part-time adjunct faculty.

2. What resources are necessary to implement this request:

   This request is for funds to hire 27 new tenure track faculty line, convert 36 current part-time adjunct positions to full-time lecturer positions, hire 5 academic advisors and to hire 14 academic support staff. Knowing that Boise State University needs to produce approximately 3,400 Baccalaureates in 2020 to meet the State Board of Education's 60% goal, a strong emphasis must continue to significantly improve graduation rates and retention rates. In addition, enrollments in general must increase. This requires new faculty to grow the capacity and reduce scheduling conflicts that are impeding students' progress.
   Boise State University has been converting adjunct lines to lecturer positions over the past few years, and needs to continue to do so. This requires additional funding for part of the salary costs, although the biggest cost is the health benefits that permanent employees receive. The heavy reliance on adjunct faculty to teach lower division courses is no longer the workable low-cost solution it once was. Student enrollment continues to transition to higher enrollments in the upper division classes and less in the lower division classes. Tenure tract faculty are required to teach upper division courses. The resources requested for this line item are for salary and benefit related costs.
   Five new professional advisors are requested to increase students' access to advisors and to help with course scheduling. There is a high correlation to student success and graduation rates when proactive advising is used, and improving graduation rates is a key strategy.
   Fourteen academic staff additions would increase cost efficiency in academic departments. Currently department chairs perform several tasks better suited for staff. This funding would allow academic chairs the necessary time to devote to student recruitment, advising, faculty development and program and curricular assessments, design and upgrades.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

   This request is for state General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The success of this initiative will serve Idaho residents and is intended to create a better educated population that will enhance the economy and standard of living for Idahoans.

5. If this is a high priority item, list reason non-appropriated Line Items from the FY2015 budget request are not prioritized first.

   This request was included in the FY 2015 request. The total request was for 102 positions for a total of $6.9M. The Legislature appropriated $1.379M. Some funding from increased student tuition and fee revenues have been devoted to the initiative, although there remains a large unfunded need.

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AGENCY: Idaho State University | Agency No.: 513 | FY 2014 Request
FUNCTION: General Education | Function No.: 1000 | Page 1 of 6 Pages
ACTIVITY: COMPLETE COLLEGE IDAHO—BRIDGE PROGRAMS | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Bengal Bridge** Priority Ranking 1 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	$171,000				$171,000
2. Benefits	317,600				317,600
3. Group Position Funding (adjunct faculty, instructor release time, and part-time employees)	1,090,400				1,090,400
TOTAL PERSONNEL COSTS:	$1,579,000				$1,579,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$32,000				$32,000
2. Materials/Supplies	105,200				105,200
TOTAL OPERATING EXPENDITURES:	$137,200				$137,200
CAPITAL OUTLAY **by summary object:**					
1. PCs/workstations (desks, chairs, network connections, etc.)	$1,534,800				$1,534,800
TOTAL CAPITAL OUTLAY:	$1,534,800				1,534,800
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$3,251,000				$3,251,000

Supports institution/Agency and Board Strategic Plans:
The proposed programs support key strategies identified in the State Board of Education and Idaho State University strategic plans. In particular the bridge programs will significantly advance those strategies associated with Complete College Idaho and the Board's 60% goal by transforming remediation and creating a bridge to college for underprepared students.

ISU Goal 2: ACCESS AND OPPORTUNITY – provides opportunities for students with a broad range of educational preparation and backgrounds to enter the university and climb the curricular ladder so that they may reach their intellectual potential and achieve their goals and objectives.

ISU Goal 4: COMMUNITY ENGAGEMENT AND IMPACT – Idaho State University, including its outreach campuses and centers, is an integral component of the local communities, the State and the intermountain region. It benefits the economic health, business development, environment, and culture in the communities it serves.

SBOE Goal 1: Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 education system.

SBOE Goal 2: Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

SBOE Goal 4: Improve the ability of the educational system to meet the educational needs and allow students to efficiently and effectively transition into the workplace.

Complete College Idaho:

- Transform remediation by developing strategies and goals to improve remediation and general education delivery.

Performance Measure:
The following are ISU's performance measures linked to Transforming Remediation and General Education:
Increase bridge program participation by 5%; increase bridge program courses by 3%; increase the number of internship opportunities by 5%; increase workforce placement of Business graduates by 3%; increase the number of general education online courses by 5% per year; establish a campus-wide testing center to support online programming; increase the percentage of first-time full-time freshmen advancing to second year; establish a peer monitoring program for students who have not declared majors; increase tutoring and other services for Native American students.
Description:

Transforming Remediation at Idaho State University

1. **Remediation Transformation**
    - Idaho State University will hire a Remedial Specialist who will provide training to Mathematics, English, and Academic Skills instructors in order to create new Co-Requisite and Emporium Model courses. In particular, this will expand ISU's implementation of data-driven best practices as identified by Complete College America through the use of the Co-Requisite Model within English and mathematics "plus" courses and the Emporium Model for targeted at-risk students. An Emporium (computer) Center will be created and staffed by undergraduate and graduate students and adjunct instructors.
        - Costs: Salary, $57,000 Benefits, $22,270, Group Position Funding, $400,000; Benefits, $92,000; PCs/workstations (desks, chairs, network connections, etc.), $767,400
            - TOTAL: $1,338,670

2. Bridge Programs

- Idaho State University will institute targeted Bridge Programs that will address specific developmental needs for special populations, including STEM, Native American and other populations.
- Each year Idaho State University enrolls approximately 360 first-time full-time freshmen who are underprepared or in need of remediation. These students are often first-generation college students and underrepresented minorities. A summer bridge program will provide these at-risk students a jumpstart on the academic year by allowing them to complete key courses while learning more about the university. The ultimate goal is to increase retention through better preparation.
- This past summer (2013), the University piloted a bridge program that involved a cohort of 30 students completing three academic courses: a remedial course (e.g. basic writing or basic math); a general education course (e.g. Psychology); and a university orientation course (providing resource information in areas like financial aid, advising, and college learning strategies). The average cumulative GPA for the program was 3.39 and 24 (80%) enrolled in the Fall 2013 semester.
- This same general format, with the inclusion of Co-Requisite Model courses, will be used for an expanded summer bridge program accommodating approximately 200 students. Students would be grouped in common interest cohorts of 25 with each cohort taking up to three academic courses during summer term. Students would choose from a variety of general education courses thereby having the opportunity to explore an area of study that might interest and engage them. The university orientation course provides critical support for students by offering college learning strategies and other key tools that can be applied concurrently to their general education course. The remaining Co-Requisite course in either mathematics or English would prepare these students for greater success in future courses in their academic careers.
- The expanded summer bridge program would require a director to manage the operation of the program, including recruitment, advising, data collection and analysis.
- Additional targeted bridge programs will be implemented for students in STEM disciplines and underserved and at-risk populations. The College of Science and Engineering will implement its cohort program for pre-med and engineering students.
- The College of Technology is currently offering the START (Successful Transitions and Retention Track) bridge program to recruit, prepare, and retain GED graduates in post-secondary education. This program has been funded through a pilot grant from the Albertsons Foundation Continuous Enrollment initiative. The START bridge program has been notably successful in retaining this important target population, with a 67.4% overall persistence rate for adult learners transitioning into post-secondary education. The semester to semester persistence rate of the START bridge program is 83.1% from 1st to 2nd semester, 86.7% from

2nd to 3rd semester, and 62% from 3rd to 4th semester. The national rate for GED persistence in post-secondary education is between 13% to 19%.

- The request includes funding for a director, adjunct faculty supplemental instruction, and tutors, as well as supporting operational costs including travel to Shoshone-Bannock High School and surrounding rural areas.
  - Costs: Salaries, $57,000; Benefits, $22,270; Group Position Funding (adjunct faculty and tutors), $390,400; Benefits, $89,790; Travel, $12,000; Materials and Supplies, $57,200
    - TOTAL: $628,660

Instituting LEAP and Transforming General Education at Idaho State University

1. **Testing Center for Online Delivery and Online Security (IT needs)**
   - Idaho State University will establish a testing center on campus to support online and traditional instruction. This would help address issues of course integrity and academic dishonesty in online offerings and allow testing for face-to-face classes, make-up exams, and similar uses.
     - Costs: Group Position Funding (staff and students) $100,000; Benefits, $23,000; PCs/workstations (desks, chairs, network connections, etc.), $767,400.
       - TOTAL: $890,400

2. **General Education Specialist**
   - Idaho State University will hire a General Education Specialist to support full implementation of AAC&U's LEAP initiative. This initiative embraces a 21st-Century definition of education, which includes essential learning outcomes, high-impact educational practices, authentic assessments, and inclusive excellence. Implementation will include training, travel, and stipends for faculty.
     - Costs: Salary $57,000; Benefits, $22,270; Group Position Funding, $200,000; Benefits, $46,000; Travel, $20,000; Materials and Supplies, $48,000
       - TOTAL: $393,270

GRAND TOTAL: <u>$3,251,000</u>

AGENCY: Office of the State Board of Education Agency No.: 513 FY 2016 Request
FUNCTION: Idaho State University, General Education Function No.: 1000 Page _1__ _3_ Pages
ACTIVITY: COMPLETE COLLEGE IDAHO—ONLINE LEARNING Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Complete College Idaho**				Priority Ranking 2 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	8.00				8.0
PERSONNEL COSTS:					
1. Salaries	$445,000				$445,000
2. Benefits	95,500				95,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$540,500				$540,500
OPERATING EXPENDITURES **by summary object:**					
1. Training workshops	$50,000				$50,000
2.					
3. Cloud-based solution for online Intrusive Advising & Predictive Analytics	290,000				290,000
TOTAL OPERATING EXPENDITURES:	$340,000				$340,000
CAPITAL OUTLAY **by summary object:**					
1. Technology upgrades for online Instructional faculty	$300,000				$300,000
TOTAL CAPITAL OUTLAY:	$300,000				$300,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,180,500				$1,180,500

Supports institution/agency and Board strategic plans:

Goal 1: A Well Educated Citizenry, Objective A: Access-Set policy and advocate for increasing access for individuals for all ages, abilities, and economic means to Idaho's P-20 education system.

eISU and online classes are increasingly important for reaching students in geographically disparate regions. Increased online access is critical for reaching the SBOE's 60% goal.

Goal 2: Critical Thinking and Innovation, Objective B: Quality Instruction-increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of teachers, faculty, and staff.

Technology upgrades are essential for the online instructional faculty to increase and retain the numbers of students in online classes.

Goal 3: Effective and Efficient Delivery Systems, Objective A: Cost effective and Fiscally Prudent-increased productivity and cost-effectiveness.

eISU and online classes can be a more cost effective option for students and for the university with the appropriate technology and with the appropriate instructional design.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   - One Instructional Designer per college (six)
   - Clinical Instruction Designer/Coordinator
   - Cloud-based solution for online Intrusive Advising & Predictive Analytics
   - Functional Technical Support for online advising module
   - Training workshops & stipends for faculty
   - Technology upgrades for online Instructional Faculty

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      - Six Instructional Designers, base salary $55,000 plus fringe
      - Clinical Instructional Designer/Coordinator, base salary $65,000 plus fringe
      - Functional Technical Support for online advising module, base salary $55,000 plus fringe
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
   c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   One-time expenses: Cloud based solution for online Intrusive Advising & Predictive Analytic module- $250,000

   Ongoing expenses: Salary for eight new positions-$445,000 plus fringe, yearly maintenance cost for online advising module-$40,000, technology upgrades for online instructional faculty- $300,000

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education Agency No.: 513 FY 2016 Request
FUNCTION: Idaho State University, General Education Function No.: 1000 Page _1_ of _5_ Pages
ACTIVITY: COMPLETE COLLEGE IDAHO—TEACHING Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03**	Title: **Complete College Idaho**				Priority Ranking 3 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
Graduate Assistantships					
Master's Level	19				
Doctoral Level	5				24
PERSONNEL COSTS:					
1. Salaries	$254,800				$254,800
2. Benefits	245,700				245,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$500,500				$500,500
OPERATING EXPENDITURES **by summary object:**					
1. I					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$500,500				$500,500

Supports institution/agency and Board strategic plans:
ISU's mission, as set by the SBOE, states that the campus is to provide "technical, undergraduate, graduate, and professional education." In order to meet this mandate, ISU has to maintain and grow graduate student enrollment.

Graduate students and the research and discovery they conduct, are key components of the campus' classification as a Carnegie Research University High institution.
Most Colleges and academic departments have graduate students under tutelage, or participate in graduate education. The Graduate School is essential for these activities to continue and for most such programs to retain their accreditation, and is the chief advocate in securing an ever-increasing number of Graduate Teaching Assistantships, which is considered to be the major contributing factor towards attaining both ISU's and the SBOE's Goals and Objectives, and our own internal Benchmarks (see below).

Graduate education overseen by the Graduate School is a key component of the campus' mission. The Graduate School promotes and supports excellence in graduate education. In realizing this mission, the Graduate School acts to recruit, support, retain and matriculate graduate students as scholars, researchers and practitioners educationally empowered as critical thinking citizens and agents of innovation, opportunity and change. At the same time, graduate students teach undergraduates in classrooms and labs, and provide the mentoring and encouragement needed for undergraduates to be retained and graduate.

Pertinent to this Line Item request is the urgent need to increase the number of available Graduate Teaching Assistantship positions, both at the Master's and at the Doctoral level to accomplish the ambitious, but realistic goals and timeline for achievement detailed in the narrative below.

ISU Core Themes:
The first core theme of Learning and Discovery is the *sine qua non* of graduate education. Further, ISU core themes 3 and 4 (Leadership in the Health Sciences, and Community Engagement and Impact) are both dependent on access to graduate education, which in turn, is dependent on a robust pool of support for graduate student enrollment in the form of Graduate Teaching Assistantships – leadership in any field can only be achieved by discovery of new knowledge – an inherent part of graduate (especially at the doctoral level) education. Impact on the community can be best seen by entrepreneurship and development of highly technological new discoveries, typically the domain of education at the highest level and exemplary of the driving force behind emerging and highly successful state and national economies in the 21st century.

Strategic Plan:
The Graduate School, through its support and administration of graduate education, features explicitly in several key goals and objectives contained in ISU's Strategic Plan (and therefore congruent with the relevant SBOE Goals and Objectives) (listed below and <u>underlined</u> or **bolded**, respectively):

Objective 1.3 Undergraduate and <u>graduate</u> students participate in undergraduate teaching. (**Consistent with SBOE Objectives 2B, 2C, 3A**)

Performance Measures
1.3.1 Number of <u>graduate assistantships and fellowships</u> with teaching responsibilities.
1.3.2 Number of students employed as English, math, and content area tutors.
Benchmark: <u>Increase number of opportunities for students to participate in undergraduate teaching by 5 percent over the next five years</u>. *Note: Accomplishing this Benchmark is only possible with a commensurate increase in available Graduate Teaching Assistantship positions for ISU's graduate programs.*

Objective 1.4 Undergraduate and <u>graduate students</u> engage in research and creative/scholarly activity. (**Consistent with SBOE Objective 2B**)

Performance Measures
1.4.1 Number of students who have participated in research with a faculty member.
1.4.2 Number of students who have participated in ISU's research symposia.

Benchmark: Increase the number of students participating in research and creative/scholarly activity by 3 percent per year. *Note: Similarly, accomplishing this Benchmark is only possible with a commensurate increase in available Graduate Teaching Assistantship positions for ISU's graduate programs.*

Goal 3: Leadership in the Health Sciences – Idaho State University values its established leadership in the health sciences with primary emphasis in the health professions and offers a broad spectrum of undergraduate, graduate, and postgraduate training. ISU delivers health-related services and patient care throughout the State in its clinics and postgraduate residency training sites and is committed to meeting the health professions workforce needs in Idaho. ISU supports professional development, continuing education, and TeleHealth services, and is active in Health Sciences research.

Objective 3.1 A broad array of health professions certificate and degree programs are offered, many statewide. (**Consistent with SBOE Objective 1D**)

Performance Measures
3.1.1 Number of certificate and degree programs offered, and number of students enrolled, in ISU's health professions programs.
3.1.2 Percent of graduates of ISU health professions programs who obtain employment in Idaho.
3.1.3 Pass rates on clinical licensure and certification exams in the Health Professions.
Benchmark: Strong enrollment, retention, and graduation rates will be maintained in ISU's health professions programs.

Objective 3.3 ISU faculty and students engage in basic, translational, and clinical research in the health sciences. (**Consistent with SBOE Objectives 2A, 2B**)

Performance Measures
3.3.1 Number of faculty actively engaged in research in the health and biomedical sciences.
3.3.2 External funding received for health-related and biomedical research.
3.3.3 Number of students participating in clinical research as part of their degree program.
Benchmark: Funding to support faculty and student research activity in the health sciences will increase by 3 percent per year. *Note: As with the previous Benchmarks (above), accomplishing this Benchmark is only possible with a commensurate increase in available Graduate Teaching Assistantship positions for ISU's graduate programs.*

In addition, Strategic Planning within the Graduate School has identified the following item as an immediate priority:

- Focus on the creation of more funding (e.g., fellowships, assistantships, scholarships) for graduate students.

"…the fact that first-time enrollment trends have not matched the growth in applications may be a sign that many qualified students who wish to attend graduate school are faced with obstacles to enrolling."

The Graduate School has also internally created the following Mandate:
Increase the number of Graduate Teaching Assistantship (GTA) positions:
The number of FUNDED graduate students (i.e. graduate students on stipends supported through the GTA program), is less than 10%. This is below the national norm of peer institutions. With a goal to grow graduate enrollment at ISU to more than 2,000 by 2016, clearly more GTA positions are required university-wide.

Questions:

1. *What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?*
   Nineteen (19) Master's level GTA positions are requested, and five (5) Doctoral level GTA positions are requested, in order to expand undergraduate teaching and opportunities for graduate students.

   The individual cost breakdown (stipend + tuition waiver + health insurance) for these positions is as follows:

SALARY:	MASTER'S LEVEL	DOCTORAL LEVEL
Per Hr	$16.81	$17.15
Bi-Weekly	$638.78	$651.70
TOTAL (20 BI-WEEKLY)	$12,775.60	$13,034.00
NON-RESIDENT TUITION	$7,472.00	$7,734.00
WAIVER		$2,502.00
HEALTH INSURANCE	$2,028.00	$23,270.00
	$22,275.60	

   Payroll = 20 bi-weekly pay periods @ 38 hours per bi-weekly.

2. *What resources are necessary to implement this request?*
   a. *List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.*
      All of these positions will be offered to eligible, admitted students (based on the rigorous criteria of the Graduate School and the individual graduate programs, whose admissions criteria might be more, but not less rigorous than those of the Graduate School)
   b. *Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.*
      No redirection of human resources – the addition if these positions will be folded into the current and well established GRA operations directed by the Graduate

School, the individual programs, and the HR department of the University. Existing operations will not be impacted.

c. *List any additional operating funds and capital items needed.*
None required. In fact, the availability of these additional GTA positions will make both ISU and individual graduate faculty mentors more competitive in attracting significant extramural funding in the form of grants and contracts (also see above).

3. *Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).*
Not applicable.

4. *Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?*
Graduate and undergraduate students are served by strengthening ISU's completion pipeline and by providing undergraduate support by graduate student mentors.
If this request is not funded, Idaho, ISU, its faculty and students will be negatively impacted.

5. *If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.*
A similar earlier Line Item request was only partly funded.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education Agency No.: 513 FY 2016 Request
FUNCTION: Idaho State University, General Education Function No.: 1000 Page ___ of __ Pages
ACTIVITY: **COMPLETE COLLEGE IDAHO—BENGAL SOLUTIONS** Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.04** Title: **Complete College Idaho** Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.33				1.33
PERSONNEL COSTS:					
1. Salaries	$64,900				$64,900
2. Benefits	27,700				27,700
3. Group Position Funding	99,800				99,800
TOTAL PERSONNEL COSTS:	$192,400				$192,400
OPERATING EXPENDITURES **by summary object:**					
1. Marketing	$5,000				$5,000
2. Training/Books/Workshops	3,200				3,200
3. Printer, Paper, and Toner	2,000				2,000
4. Printing and Binding of Reports	2,400				2,400
5. Travel	3,600				3,600
6. G.A. Tuition and Insurance	102,400				102,400
TOTAL OPERATING EXPENDITURES:	$118,600				$118,600
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$311,000				$311,000

Supports institution/agency and Board strategic plans:

Core Theme One: Learning and Discovery

As a professional school, experiential learning is a cornerstone of the educational process in the College of Business. Having the opportunity to apply the theories and skills taught in the classroom to the problems faced by today's businesses creates a far more enriching experience and a deeper understanding of those theories and skills than can ever be taught in a classroom alone.

Core Theme Four: Economic and Social Impact

The Bengal Solutions Center offers business consulting services to businesses throughout the region, State, and intermountain region. These consulting services are provided by our students, under the supervision of a faculty mentor. Services include such things as market demand analysis, budget analysis, pro forma business plans, etc. The services these students provide directly impact the economic development of the region, State, and intermountain west.

Performance Measure(s):
Success in the Bengal Solutions program is determined in two ways: first, the impact that the program has made upon the skills, abilities, and confidence of the students who are selected to work in the program; and second, the economic impact and development in the surrounding community that results from the efforts of each project.
This student impact is measured using a variety of metrics including a self-assessment of skills before entering and upon leaving the program, the program's job placement rate, the student's satisfaction with the program's ability to give them industry skills and to network the students with the industry professionals related to their chosen field of study.
The economic impact of this program is measured by capturing the effect of each project upon jobs created, jobs saved, additional revenue gained, costs minimized, and additional capital invested. Many projects might not lend themselves to these types of metrics and would be better measured by the customers' perceived value of the overall project benefits.

Description:
The Bengal Solutions Center is a student-staffed center offering business consulting services to businesses in the region, State, and intermountain west. This center provides the unique opportunity for selected graduate-level business students to apply the theories, methods, skills and abilities that they have gained from their graduate classes in a real world scenario. Under the guidance of faculty and staff advisors, Bengal Solutions teams take on in-depth business consulting projects for the benefit of local and regional companies, agencies and non-profit organizations. The program is concentrated upon making it possible for students to focus on gaining relevant industry experience. This is why the students are compensated with a scholarship to cover tuition fees and a stipend to help cover living expenses. As a result, students can prioritize their efforts to gain industry experience and exposure while companies receive the valuable information that they need to make intelligent business decisions.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   We seek funding to support the Bengal Solutions Center, to include a Director, Administrative Assistant (.33 FTE), ten (10) graduate assistantships, and operating budget.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      One (1) Director of Bengal Solutions, non-classified staff, full-time, benefit eligible, hire date 8/18/2014, and on-going.
      One (1) Administrative Assistant (.33 FTE), classified staff, full-time, benefit eligible, hire date 8/18/2014, and on-going.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      None.

   c. List any additional operating funds and capital items needed.

      Approximately $118,552.00 in operating funds needed to cover tuition and insurance for graduate assistantships, marketing, materials, and travel.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Graduate students of the College of Businesses are being served by this request. The expected benefits include the opportunity to apply the theory and skills learned in the classroom to a “real-world” organization. Secondarily, businesses and organizations throughout the region, State, and intermountain west receive business consulting services at little to no cost.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

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AGENCY: College & Universities Agency No.: 510 FY 2016 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.xx** Title: **Intensive Academic Advising Program** Priority Ranking x of x

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.0				15.0
PERSONNEL COSTS:					
1. Salaries	$675,000				$675,000
2. Benefits	284,000				284,000
3. Group Position Funding – Stipends					
TOTAL PERSONNEL COSTS:	$959,000				$959,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
2. Operating	$75,000				$75,000
TOTAL OPERATING EXPENDITURES:	$75,000				$75,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,034,000				$1,034,000

Supports institution/agency and Board strategic plans:

Goal _____ [e.g. Goal 1, Objective 3]

Performance Measure: _____

Description:

An intensive, effective and, sometimes intrusive, academic advising program has been proven to be a positive contributor to student retention and completion of academic degrees in a timely manner. It can also be an effective tool for reassuring both students and their parents – where the students feel “at risk” in taking on higher education away from home – that the institution is looking out for the student’s best academic interests

in terms of managing new study skills, in time management and in the appropriate course selection for degree progress.

While the University of Idaho was able to maintain full and effective support for our direct instructional functions during the past 5 years of difficult finances, thereby assuring that students could find ready access to the courses they needed for graduation, other key student support areas could not be maintained at or raised to the necessary levels to meet current educational best practices. With the positive effects of our change to a 120 credit hour graduation requirement for most of our programs – positive in the fact that many more students are completing their bachelor's degree in the traditional four years – there is a need to focus more attention on a fully supportive advising environment that will enable students to make the course selections that are necessary in order to complete their degrees in this shorter time frame.

While the University provides a reasonable and traditional level of student advising at present, the increasing population of students who are enrolling in higher education, without the level of academic preparation of previous populations, has created new demands for more intensive advising services in order to ensure these student's success. As initiatives like Complete College Idaho successfully reach out to new groups of students who will be First Generation college attendees, and as institutions continue to see a growing number of students who need counseling for psychological issues, a broader support network is needed to help these individuals transition to the rigors of a college education. This proposal would move the University of Idaho toward the levels of student support that are proving to be effective at peer institutions for meeting these student advising challenges.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request is for 15 full time student advisor positions, with salary, benefits and modest operating budgets for each position. This would enable us to enhance the advising function in each of our colleges as well as strengthen the central advising functions that could address special populations across all academic units.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Lewis-Clark State College Agency No.: 511 FY 2016 Request
FUNCTION: General Education Function No.: Page 1 of 4 Pages
ACTIVITY: Complete College Idaho Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.XX**	Title: **Student Success**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	11.0				11.0
PERSONNEL COSTS:					
1. Salaries	$509,000				$509,000
2. Benefits	221,400				221,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$730,400				$730,400
OPERATING EXPENDITURES **by summary object:**					
1. Instructional Materials	$27,000				$27,000
2. Supplies	23,000				23,000
3. Program Expenses	16,000				16,000
TOTAL OPERATING EXPENDITURES:	$66,000				$66,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation (11)	$33,000				$33,000
TOTAL CAPITAL OUTLAY:	$33,000				$33,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$829,400				$829,400

Supports institution/agency and Board strategic plans:

Goal 1: A WELL EDUCATED CITIZENRY The educational system will provide opportunities for individual achievement.

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

Performance Measure:
Percentage of new full-time students returning (or graduated) for second year in an Idaho public institution.

Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring on academic year or more of student.
Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount.

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

Performance Measure:
Percentage of students participating in internships

GOAL 2: CRITICAL THINKING AND INNOVATION The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

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

Performance Measure:
Percentage of first-time students from public institution teacher training programs that pass the Praxis II.

Description:
The eleven (11) positions and associated support funds sought in this line item request directly support the Academic and Student Affairs tasks, the strategic initiatives of Lewis-Clark State College, and attainment of the State Board of Education's Complete College Idaho initiative and goals. The funds will be used to recruit and retain highly qualified faculty and staff to support student success.

The mission and goal statement for LCSC calls for the following:

- In accordance with its role and mission statement approved by the State Board of Education, LCSC's primary emphasis areas are business, criminal justice, nursing, social work, teacher preparation, and professional-technical education.
- The State Board directs LCSC to maintain basic strengths in the liberal arts and sciences, which provide the core (general education) portion of the curriculum.
- Other assigned emphasis areas are the provision of select programs offered on and off campus, at non-traditional times, using non-traditional means of delivery, to serve a diverse student body.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   Six faculty positions and five student support positions to directly impact student learning and retention at LCSC are requested. The funds will be used to recruit and retain highly qualified faculty and staff to support student success.
   The six faculty positions are in general education and primary emphasis areas. Those in Natural Sciences and Humanities (English and communications) would provide much needed support to general education areas that have been impacted tremendously by growth in student numbers, as in the pre-professional/ professional programs. They, along with the Business position, would also support growth in our revitalized Interdisciplinary Studies degree which has a strong online component. The Kinesiology/ Exercise Science is in support of our one approved FY16 baccalaureate program from the Five-Year plan.
   Five support positions are also requested. Increased enrollments have strained our faculty advisors. Program advisors have been successfully used at LCSC to accomplish the schedule building component of advising, while simultaneously freeing the faculty for more in depth conversations with upper classmen on careers. We request funding for two additional program advisors to support the Academic Programs areas with retention and to facilitate transfer of community college students to LCSC for 4-year degree completion. As a mechanism for assisting students in the school-to-work transition and consistent with our Strategic Plan, we request an Internship Coordinator who can network with employers and agencies in our region for meaningful hands on learning experiences for students.
   The final two support positions are in Student Affairs. The first is a Veteran's Advisor to more fully serve our veteran population. The final requested position is for a Director of Student Engagement. This position would be charged with implementing enhanced retention strategies at LCSC, in keeping with statewide Complete College Idaho goals.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      Instructors or Assistant Professors (6): $48,000 to $50,000 + fringe & health insurance; full-time 9 month; anticipated hire August 2016; teach 24 credit hours per year of critical courses, advising, scholarship & service, other duties as assigned by Division Chair.
      Program Advisors (2): $37,000 + fringe & health insurance; professional exempt employees; support students and faculty in an advising capacity.
      Internship Coordinator (1): $55,000 + fringe & health insurance; professional exempt 11-12-month employee; facilitate student internship experiences in the region.
      Director of Student Engagement (1): $50,000 + fringe & health insurance; to provide supervision of Student Activities, Outdoor Recreation, Student Development Curriculum, Student Success Program, and New Student

Orientation. These activities are currently being managed by other units. Consolidation into one unit will provide operational efficiency and consistency.
Veterans' Advisor (1):$38,000 + fringe & health insurance; professional exempt employee; coordinate benefits of returning veteran to facilitate degree completion.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
None
c. List any additional operating funds and capital items needed.
Operating funds: $66,000 - instructional materials, supplies, direct program expenses
Capital: $33,000 - computers and office setup; instructional computers

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
All Academic Affairs units within the college will be served by the addition of the instructional and support staff positions. The general education credit load at LCSC has been assigned to the Natural Sciences, Humanities and Social Sciences Divisions. Collectively this group, including many adjunct instructors, delivers a significant number of student credit hours, serving all students at the college in some capacity. As enrollment continues on an upward trajectory, the need for full time faculty has become critical. The college's ability to find qualified adjuncts is getting less reliable each passing semester, creating the risk of bottlenecks by not having critical sections available for pre-professions and other majors.
The Director of Student Engagement will provide supervision of and leadership to Student Activities, Student Development Curriculum, Student Success Program, and New Student Orientation. The primary function would be to coordinate these departments to promote student engagement and to increase retention. If this request is not funded, we will not be able to expand the program which will limit access to student engagement activities.
If the request is not funded, we continue to have bottlenecks in pre-professions courses, are limited in the number and types of interdisciplinary degree offerings available, and do without resources known to support student persistence, retention and success.
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
Portions of this request were included in FY2011 through FY2015 line item requests. In FY15, 20% of LCSC's CCI request was funded; the FY16 request represents the balance of earlier requests, along with 5-year plan needs.

AGENCY: Systemwide Needs | Agency No.: 510 | FY 2016 Request
FUNCTION: General Education - Instruction | Function No.: | Page __1_ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Deferred Maintenance**				Priority Ranking 2 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries and benefits 2 3.					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:**					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. Deferred Maintenance	$10,000,000				$10,000,000
TOTAL CAPITAL OUTLAY:	$10,000,000				$10,000,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$10,000,000				$10,000,000

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

In January 2013 the Legislative Services Office (LSO) published an information paper on Deferred Maintenance. In addition to the conclusion that the institutions do not have the funding to support their annual needs, the study determined the institutions' Permanent Building Fund Alteration and Repairs request had grown by $18.7 million during the past two years to a total of $53.65 million in FY 2014.

In the intent language of the FY 2014 Division of Public Works (DPW) appropriation bill (HB 313), the Legislature declared that the four institutions have significant deferred maintenance needs that cannot be met with the existing revenue available in the Permanent Building Fund and that each institution's annual maintenance and

repair needs greatly exceed available funding from current state or institution resources.

The College and Universities received additional one-time funding in FY 2014 and FY 2015 through the DPW appropriation for deferred maintenance allocated to the four institutions as follows:

	FY 2014	FY 2015
BSU	$ 3,750,000	
ISU	3,750,000	
UI	3,750,000	
LCSC	1,250,000	$2,000,000
Total	$12,500,000	$2,000,000

The LSO study also determined that collectively the institutions reported a range of $674 million to $764 million in deferred maintenance needs. While the institutions each define and quantify deferred maintenance a little differently, it is indisputable that the need exponentially exceeds currently available funding. A five year history of funding for Alteration and Repair (A&R) projects is shown below:

	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
BSU	$2,920,000	$2,636,120	$2,434,000	$2,313,000	$4,241,000
ISU	2,848,825	2,674,525	2,418,100	2,013,236	3,941,436
UI	2,876,000	2,812,600	2,449,800	2,539,425	6,967,500
LCSC	750,000	630,000	578,000	445,000	925,000
Total	$9,394,825	$8,753,245	$7,879,900	$7,310,661	$16,074,936

This request is for $10,000,000 in ongoing capital outlay to continue to address the significant deferred maintenance backlog at the four public 4-year institutions. These funds would not be used to construct or purchase new buildings and it is the Board's desire that these funds not supplant appropriations from the Permanent Building Fund for A&R projects.

Each year agencies and institutions submit a list of high priority A&R projects to DPW. The dollar value of the projects submitted by each institution exceed the funding historically received, so DPW staff work with the institutions to fund as many projects as possible in any given year. Since there is already an established process in place whereby A&R projects are submitted and vetted by DPW and the Permanent Building Fund Advisory Council, the Board would like to leverage the

process whereby requested funding would simply be used to fund more projects on the (A&R) list.

2. What resources are necessary to implement this request:

$10,000,000 in ongoing capital outlay is needed to help address the institutions' deferred maintenance backlog.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.

This request is for ongoing State general funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The LSO study also reported the institutions have used most of the student facility fees for construction or to pay bond debt for their facilities. Very little is used for maintenance and repairs, and the capacity to increase fees is limited. Providing ongoing deferred maintenance funds will reduce the need to increase student fees and thereby maintain access to higher education in Idaho.

5. If this is a high priority item, list reason non-appropriated Line Items from the FY2014 budget request are not prioritized first.

This line item was included in the FY 2015 budget request.

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AGENCY: Systemwide | Agency No.: | FY 2016 Request
FUNCTION: | Function No.: | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Philanthropic Matching Fund** Priority Ranking 1 of 1

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Matching Funds	$1,000,000				$1,000,000
TOTAL OPERATING EXPENDITURES:	$1,000,000				$1,000,000
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,000,000				$1,000,000

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.

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

Performance Measures:

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

Benchmark: 20,000, $16M

- Amount of need-based aid per student.

Benchmark: undergraduate FTE WICHE Average

Description:

This is a request to create and fund a matching fund for philanthropic gifts in support of scholarships at Idaho's public postsecondary institutions.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The presidents of the college and universities brought the concept of a philanthropic matching fund to the Board for its consideration. At its April 2014 meeting the Board gave approval to proceed with requesting funding for a matching fund. The request is for $1,000,000 in one-time General Funds. The minimum amount eligible for a match from the fund would be $50,000. The purpose of gifts and matches would be to provide funding for new or existing institutional scholarship.

   The matching funds would be allocated to the institutions by Board staff. Whereas this would be a new program, there is no base funding.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      N/A

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      N/A

   c. List any additional operating funds and capital items needed.

      $1,000,000 one-time operating expenses

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   $1,000,000 one-time General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is currently at 40%. One of the biggest barriers to postsecondary education is cost. Based on the most current data available, Idaho provides $28 per FTE for need-based financial aid while the average aid for WICHE states is $689 per FTE.

State	Estimated Need-Based Grant Dollars per Full-Time Equivalent Enrollment 2011-12
Washington	$1,144
California	$1,015
WICHE* Average	**$689**
US Average	**$562**
Nevada	$445
Colorado	$371
Oregon	$269
New Mexico	$257
North Dakota	$249
Alaska	$150
Montana	$123
Hawaii	$81
Arizona	$70
Idaho	$28
Utah	$18
South Dakota	$0
Wyoming	$0

*Western Interstate Commission for Higher Education

The value of a four-year degree is at an all-time high. The wage differential between those with a four-year degree and those with a high school degree has grown to 81% -- higher than at any time in the past 90 years. Thus, if this request is not funded, it could limit access to postsecondary education, which in turn impacts the earning power of thousands of Idahoans and the state's tax base.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Boise State University Agency No.: 512 FY 2016 Request
FUNCTION: Function No.: 01 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Salary Competitiveness**			Priority Ranking 1 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries (3% of base FY15 salaries)	$3,040,900				$3,040,900
2. Benefits (variable fringe rate 22%)	669,000				669,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$3,709,900				$3,709,900
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$3,709,900				$3,709,900

Supports institution/agency and Board strategic plans:

In accordance with the strategic plan, mission and values of Boise State University, this line item is focused at securing funding that will address compensation shortfalls due to years of limited state funding for compensation increases resulting in significant challenges of salary compression, turnover, and failed recruitment efforts due to low salaries.

The University is committed to increasing postsecondary degrees and certificates to ensure necessary progress is made towards the State Board of Education's Complete College Idaho Initiative. Offering employees competitive compensation is fundamental to retaining and recruiting faculty and staff that are key to achieving success in meeting this goal.

Description:
Institutional Research, Faculty Financial Affairs Committee, Human Resource Services and the Budget Office have all been engaged in recent analysis of employee compensation with the objective of gaining perspective on significant issues and providing recommendations to improve the competitiveness of compensation at Boise State University. The comparative analysis used College & University Professional Association (CUPA) data for faculty (using CUPA categories of Master's Large or Doctoral Research, depending on the programming level in the department), and compa-ratios for staff analysis.

The comparison of faculty salaries to Master's Large averages showed 100% of the departments had at least one category of faculty (i.e., Lecturer/Instructor, Assistant, Associate, or Full) with salaries below the respective CUPA averages. In many disciplines, average salaries were comparatively low for *all* faculty. A comparison of salaries in doctoral-degree granting departments to their peers shows substantially larger salary gaps that raise concerns for retention and future hiring. The overall analysis shows an annual need of $4.8 million for faculty salaries to reach 90% of the CUPA averages for Doctoral Research Universities.

The average compa-ratio of all professional staff is 97% of the established midpoints of the Professional Staff Salary Administration Plan pay ranges. However, lack of significant raises over the past eight years has created equity and significant compression issues particularly for longer service employees.
The recent review of classified staff shows that a significant percentage of employees in their position more than two years with compa-ratios of less than 80 percent and 95 percent of all classified staff are *below* mid-point/policy. Employee turnover data shows classified staff with a turnover rate of 15%.

Determining an overall average of a 3% increase for salary competitiveness for this line item is based on the analysis done up to this point. An initial calculation indicates an average increase in faculty salaries of 4%, professional staff 1%, classified staff 3% and graduate student stipends of 2% would make a significant impact towards ensuring the University has a competitive salary structure. Further analysis continues and will be more detailed as this line item request is finalized for the late August submission to the State of Idaho.

AGENCY: Boise State University Agency No.: 512 FY 2016 Request
FUNCTION: Function No.: 01 Page ___ of __ Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Campus Security**				Priority Ranking 2 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	8.0				
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding	 $478,000 189,600				 $478,000 189,600
TOTAL PERSONNEL COSTS:	$667,600				$667,600
OPERATING EXPENDITURES **by summary object:** 1. Operating – on-going	$279,900				$279,900
TOTAL OPERATING EXPENDITURES:	$279,900				$279,900
CAPITAL OUTLAY **by summary object:** Metal detectors, hand held wands and protection vests– **one-time**	$500,000				$500,000
TOTAL CAPITAL OUTLAY:	$500,000				$500,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,447,500				$1,447,500

Supports institution/agency and Board strategic plans:

The primary mission of Boise State University's security department is to provide a safe and secure campus environment. Senate Bill 1254 was passed into law and concealed weapons on campus will be allowed on campus starting July 1, 2014.

Further, Senate Bill 1254 expressly prohibits firearms in campus dormitories or a venue hosting 1,000 people or more. This prohibition requires an enhanced access control program that necessitates metal detection capability at entrances. This capability requires additional trained security personnel, as well as armed campus security

personnel and law enforcement officers, on scene to handle the resulting weapons situations. The impact is a substantial increase in security costs.

Description:
Campus Security will transition the department to meet the requirements of the law while continuing to ensure a safe and secure campus environment. The new program requirements continue to be evaluated and more specific details regarding pricing and options for metal detectors and other required one-time security needs will be available within the next few weeks.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      8 FTE with salaries and fringe benefits totaling $667,560

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   c. List any additional operating funds and capital items needed.

      Recurring operating costs of $279,850 (Includes increased cost of Boise Police Department contract)
      One-time cost for metal detectors, hand held wands and ballistic vests for personnel. Preliminary cost estimate.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

AGENCY: Boise State University Agency No.: 512 FY 2016 Request
FUNCTION: Function No.: 01 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.03** Title: **Computer Science Workforce Initiative** Priority Ranking 3 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	8.0				8.0
GRADUATE ASSISTANTS	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	$800,000				$800,000
2. Benefits	260,400				260,400
3. Graduate Assistant Stipends	120,000				120,000
3. Graduate Assistant Benefits	4,800				4,800
TOTAL PERSONNEL COSTS:	$1,185,200				$1,185,200
OPERATING EXPENDITURES **by summary object:**					
2. Operating – on-going	$24,000				$24,000
Graduate Assistant Waivers	51,700				51,700
TOTAL OPERATING EXPENDITURES:	$75,700				$75,700
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,260,900				$1,260,900

Supports institution/agency and Board strategic plans:

Description:

Boise State University was awarded $700,000 (over three years) in Idaho Global Entrepreneurial Mission (IGEM) funding through the Higher Education Research Council (HERC) in FY13 to expand and restructure its Department of Computer Sciences (CS) to help meet compelling state workforce development and research needs in the local and regional software engineering community. This funding was used to hire four new faculty and five graduate assistants to enhance the student pipeline, encourage tighter industry integration, and increase research activity within the department. This initial investment has resulted in substantial increases in student

enrollment, extramural research funding, and industry interactions within the department. However, there continues to be a tremendous need for highly-skilled software engineering graduates in the Treasure Valley high-tech community. Consequently, this request seeks resources to hire additional Computer Science faculty and graduate assistants to further support and enhance the current trajectory of growth, and the goals defined in the Boise State University and State Board of Education strategic plans.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      8 FTE with salaries and fringe benefits totaling $1,060,400
      5 FTE of graduate assistants totaling $124,800

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   c. List any additional operating funds and capital items needed.

      Recurring operating costs (including five GA waivers) of $75,660

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Office of the State Board of Education	Agency No.: 513	FY 2016 Request
FUNCTION: Idaho State University, General Education	Function No.: 1000	Page ___ of __ Pages
ACTIVITY: Compensation Competitiveness	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Compensation Competitiveness**			Priority Ranking 1 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	$4,252,700				$4,252,700
2. Benefits	854,700				854,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$5,107,400				$5,107,400
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$5,107,400				$5,107,400

Supports institution/agency and Board strategic plans:

In accordance with objective 1.2 of the Strategic Plan, Idaho State University's goal is to achieve academic excellence in programs by recruiting and retaining high quality faculty and staff. As the talent pool continues to shrink, it becomes more difficult to attract and retain employees that can effectively instruct students, engage in innovative scholarship, and perform high quality institutional and public service.

Description:
To determine the competitiveness of compensation at ISU, the Office of Human Resources has reviewed the market position of classified staff, non-classified staff, and

instructional faculty at ISU. In assessing the competitiveness of compensation, the following market criteria and comparison groups have been taken into consideration.

Classified Employees
The FY 2015 State Employee Compensation & Benefits Report indicates that the average Compa-ratio for classified employees of ISU is 83%. This report indicates that, on average, classified staff at ISU are 17% behind the mid-point of their respective pay grades, (approximately $3,502,156 behind market).

Non-Classified Staff
To assess the competitiveness of compensation for non-classified staff, ISU has historically made use of the CUPA-HR salary survey. For salary administration purposes, ISU has defined its market comparison group within the CUPA-HR survey as all public institutions of higher education that provide graduate and undergraduate programs within the Carnegie classification of Doctoral Research High. Within this defined comparison group, the average non-classified staff member at ISU is at 82.6% of the median salary in the CUPA-HR survey. The Office of Human Resources has then used this number to estimate that non-classified employees are 17.4% behind their peers within the CUPA-HR survey, (approximately $6,619,085).

Faculty
In a similar fashion to non-classified staff, ISU has historically made use of the CUPA-HR salary survey to assess the competitiveness of compensation packages for faculty. In review of the 2014 CUPA-HR faculty salary survey, ISU faculty are on average 78.5% of their peers within the Doctoral Research High Carnegie classification, for all public institutions with both graduate and undergraduate programs. The Office of Human Resources has used that number in providing an estimate that on average, faculty are 21.5% behind their peers, (approximately $14,839,519).

Questions:

6. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   After reviewing the market positions of all employee categories at ISU, we propose a 6% increase in salary funding so that the institution can continue to improve the competitiveness of compensation packages for faculty and staff**.**

7. What resources are necessary to implement this request?

   $4,943,100

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

   Faculty & Staff

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

ISU, as a result of program prioritization, will direct cost savings identified to address salary competiveness.

c. List any additional operating funds and capital items needed.

8. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   This request is for General Funds

9. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   To improve the competitiveness of compensation for faculty & staff so that we can recruit and retain the talent that will maintain ISU as a high quality institution.

10. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education
FUNCTION: Idaho State University, General Education
ACTIVITY: Career Path Internship Match

Agency No.: 513
Function No.: 1000
Activity No.:

FY 2016 Request
Page ___ of __ Pages
Original Submission _X_ or
Revision No. ___

A: Decision Unit No: **12.03**	Title: **Career Path Internship Match**			Priority Ranking 3 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	$1,666,700				$1,666,700
2. Benefits	33,300				33,300
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$1,700,000				$1,700,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,700,000				$1,700,000

Supports institution/agency and Board strategic plans:
Board strategic plan: Goal 1, objectives A-D; Goal 2, Objectives A, B.

Institutional Goal 4 – prepare students to function in a global society.

Objective 4.1: Enrich learning and research opportunities for both students and faculty through greater development of international programming.

Objective 4.2: Recruit and retain students, faculty, and staff from underrepresented groups to better serve institutional and community needs for integration of multicultural and gender-related perspectives in our range of programming.

Description:
This request is for $1,700,000 in matching funds for the Career Path Internship (CPI) program at Idaho State University.

The CPI Program was created in FY 2010. The program started as an on-campus program and has expanded each year. At the inception of the program in FY 2010, more than 200 students participated. Year to-date for FY 2014, more than 700 students are involved. Recently, expansion has included off-campus positions as the community and ISU partner together to provide additional experiences for the students.

The program is intended to provide opportunities for students to work in their field of study while still attending school. Both undergraduate and graduate students have the opportunity to have hands-on experience in their chosen field of study. The program provides mentoring from respected and experienced practitioners. This provides the student with real-world work experience that gives students an advantage as they seek employment.

The CPI program lines up with all four core themes of the ISU mission. Learning and discovery: students are able to apply their studies to an actual job, reinforcing the learning in the classroom. Access and opportunity: some students depend on campus employment to stay in school. The CPI program not only provides an opportunity for an on-campus job, but the job is in their field of study. This work experience will lead to greater opportunities for employment post-graduation. Leadership in the Health Sciences: many of our CPI positions are in the Health Sciences field, providing opportunities on campus and off for students to get experience in the health sciences field. Economic and Social impact: recently, the CPI program has expanded into the community. This enhances the impact ISU has on the local economy and provides further opportunities to enhance the town and gown relationship with local business owners.

The FY 13 survey of CPI students indicated that 95% of students believed the CPI program was positive or very positive on their educational experience. Fully 91% of students indicated that their internship met their expectations. Additionally, 88% of students believed that the CPI program would enhance their chances of finding a fulltime job in their field.

The program is also been incredibly useful as a recruitment and retention tool. Admissions staff recently started using CPI positions as a recruiting tool, offering 50 CPI positions to exceptionally well-qualified students.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   Matching funds of $1.7 million are being requested to enhance and expand the number of positions available to ISU students.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Undergraduate students are paid at $8.00 per hour, graduate students are paid $10 per hour and doctoral level students are paid $12 per hour.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      $1.7 million dollars would represent more than 200,000 working hours for students at the undergraduate level.

   c. List any additional operating funds and capital items needed.
      None at this time.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Students at ISU will be served by this request. The expected impact of the funding is that students will enter the workforce with both an education and work experience. This increases their marketability to potential employers.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education Agency No.: 513 FY 2016 Request
FUNCTION: Idaho State University, General Education Function No.: 1000 Page ___ of __ Pages
ACTIVITY: Advanced Nanofabrication and Nanomanufacturing Initiative Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.04**	Title: **Nanofabrication Initiative**				Priority Ranking 4 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	4.00				1.0
PERSONNEL COSTS:					
1. Salaries	$360,000				$360,000
2. Benefits	117,600				117,600
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$477,600				$477,600
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$15,000				$15,000
TOTAL OPERATING EXPENDITURES:	$15,000				$15,000
CAPITAL OUTLAY **by summary object:** 1. Advanced Visualization Equipment 2. Electron Beam Writer 3. Optical Photolithography Equipment 4. Chemical Vapor Deposition: Low Pressure, Plasma Enhanced, Atomic Layer, Epitaxial 5. Metallization and Sputtering 6. Dry Etching 7. Annealing, Oxidation, and Doping 8. Rapid Thermal Annealing 9. Characterization and Testing					
TOTAL CAPITAL OUTLAY:	$6,000,000				$6,000,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	6,492,600				$6,492,600

Supports institution/agency and Board strategic plans:

Goal __ 1, Objective B
1, Objective C
2, Objective A
2, Objective B

Creation of the Idaho Advanced Manufacturing Center (IAMC) at ISU will meet multiple goals and objectives of the State Board of Education. The fundamental outcome(s) from this Advanced Nanofabrication and Nanomanufacturing Initiative are:

1) Create a state of the art, nationally competitive, nanofabrication and nanomanufacturing center in Idaho. This would be unique in our region. As the only institution in Idaho to offer associate through Ph.D. degrees, we will use this asset to work with regional employers to develop flexible training modules that will lead to advancing work force training and development.
2) The mission of this Center would be to educate students, from certificates, associates, baccalaureate through Ph.D., in advanced manufacturing techniques. Because of the alignment with the private sector, the students will get "hands on" experience that will directly prepare them for high tech jobs.
3) The Center will develop novel curriculum to promote multiple "on" and "off" ramps for students. The Center will focus on innovative workshops that will be held for between 2 days (over a weekend) and one week. These workshops will be structured so that students can progress to increasing certificates or degrees without having to enroll full time at ISU. In fact, they will focus on providing a new level of educational flexibility to support the industries in SE Idaho.
4) The Center will pursue federally funded research to generate novel technologies that will lead to business development in Idaho. It is expected that the Center, after the initial phase, will average over $10M per year in research expenditures. This will create many jobs and spur economic development in our region.
5) The Center will be focused on public/private partnerships. The research infrastructure will support many existing companies in SE Idaho (e.g. Premier Technologies, ON Semiconductor, Advanced Ceramic Fibers, the INL, and many others). As infrastructure is built, other businesses will be able to use local resources to address manufacturing challenges. Furthermore, the Center will be a magnet for business attraction and is consistent with the goals for regional economic development in SE Idaho.

Performance will be measured in multiple ways. The primary methods will be as follows.

1) Student Access will increase by 10% per year (from our current base of ~25 students and 5-6 degrees / year) because of a) access to advanced infrastructure and b) educational opportunities directly aligned with job opportunity in SE Idaho. At steady state, we anticipate about 30-40 degrees (at all levels, including certificates) per year in advanced manufacturing.
2) We further expect that certificates and degrees will grow at the associate, baccalaureate, masters, and doctoral levels. This is due to the growing challenges in advanced manufacturing (requiring higher levels of educational achievement) and the opportunities afforded in the private sector for employee advancement into higher levels of technical skills.
3) The Center will also be focused on student mobility with multiple "on" and "off" ramps to promote flexibility for both the student and employers in the region. The Center will work strategically to develop academic programs that advance the employee by building technical and scientific expertise while continuing their employment status. The Center personnel will work together with the private sector to develop this curriculum, thus insuring its ability to directly meet the regions economic and work force development needs.
4) The students in the Center will be educated and trained in high tech areas where critical thinking and problem solving are tightly integrated into the curriculum and practice.
5) The Center will be heavily engaged in federal and private sector funded research. We expect to have an annual base of $1M per year in grant/contract expenditures after five years of operation as a minimum steady state. The Center will be a focal point for contracts and grants from private companies and the infrastructure in the Center will be available for fees. The Center will be envisioned as a revenue positive business that supplies job candidates, attracts new businesses, and serves existing businesses in a close public/private partnership.

Description:

This initiative will establish a sustainable research and business infrastructure for advanced nanofabrication in Idaho called the Idaho Advanced Manufacturing Center.

The mission of the IAMC will be to provide innovative educational opportunities that allow students to continually advance to higher levels of certificates and degrees to support the development of high tech jobs in SE Idaho. Furthermore, the IAMC will provide effective, efficient, safe, and socially responsible access to advanced nanofabrication equipment and expertise thereby promoting, enabling, and encouraging cutting-edge education, research and business development from materials and individual process steps to entire systems.

The IAMC will be available, on a fee basis, for use by research groups from government, industry and universities. Equipment and processes will be available for research on silicon integrated circuits, MEMS, III-V compound devices, organic

devices and nanoimprint technology. The IAMC will also encourage researchers from non-traditional disciplines to make use of processes, such as metal and dielectric coatings, vacuum processes, fabrication of micro and nano components and metrology tools. It will be a valuable asset for Idaho and serve to attract new business and serve existing companies in Idaho. Importantly, the IAMC will serve to provide state of the art training to students in advanced manufacturing techniques and, by working directly with industry, these students will be able to transition into high tech jobs upon graduation in Idaho.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   ISU is requesting the initial start-up costs to establish a new Idaho Advanced Manufacturing Center. Existing FTE's, and associated salary funds, will support the research personnel and four to seven will be assigned to this Center. This request is essentially for the infrastructure needs for this Center. Part of this investment will be focused on providing services for existing Idaho companies with the remainder being used for the research personnel to add necessary capabilities to the Center.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      i. Research Faculty / Staff
      ii. Pay will vary be seniority but range from $75K to $150K
      iii. All personnel will be eligible for benefits
      iv. Personnel will be hired in FY16
      v. Personnel will be on annual appointments
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      i. No impact on existing HR is expected.
   c. List any additional operating funds and capital items needed.
      i. These itemized above.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   a. The infrastructure request is a one-time request.
   b. All of these personnel will be expected to bring in outside funds in excess of $1M per year.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   a. This funding will establish a novel infrastructure in Idaho that will serve existing companies (*e.g.* ON Semiconductor, Premier Technologies,

Advanced Ceramic Fibers, etc.) and be a magnet for new companies because of the access to nanofabrication and metrology services.

b. Not funding this request will greatly diminish ISU's ability to provide necessary services for Idaho companies (these will need to be out sourced) and hence diminish the number of jobs in high tech in Idaho.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College & Universities Agency No.: 510 FY 2016 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.02** Title: **Salary Competitiveness** Priority Ranking 2 of 5

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	3,443,700				$3,443,700
2. Benefits	714,400				714,400
3. Group Position Funding – Stipends	41,200				41,200
TOTAL PERSONNEL COSTS:	$4,199,300				$4,199,300
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
2. Operating					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$4,199,300				$4,199,300

Supports institution/agency and Board strategic plans:

Goal _____

Performance Measure: _____

Description:

The University of Idaho is in something of a “free fall” with respect to faculty and staff salaries. Faculty salaries were 92.3% of peer average in FY08; they dropped to 87.6% in FY2013 and for FY14 are now at 84.3%. Peer institutions are raising their salaries an average of 3-4% per year. With the 2% CEC for FY15 we will still lose ground against

peer salaries by 1-2 percentage points and could, within the next two to three years, find our salaries in the high 70 percentiles compared to peer institutions around the west.

Similar issues face our staff salaries. A regional market survey conducted almost two years ago put our staff salaries at 85% of the regional market and we are certainly lower than that now. We are closer to 70% of market for key IT staff and we are losing our best staff to WSU and local businesses on a regular basis.

Although we are speaking here in terms of the University of Idaho, this is a statewide higher education issue. Our colleagues at Boise State, Idaho State and Lewis Clark State College are facing similar salary issues. The marketplace for faculty is a national marketplace – an individual receiving his or her Ph.D. from virtually any institution, is looking at a national job market for their faculty employment. If they can find similar employment, at a 20% to 30% improvement in salary compared to Idaho institutions, they will not be coming to Idaho. For established faculty who are building or have built successful careers in Idaho, there are comparable institutions across the nation that are actively seeking out the "best and brightest" to enhance their own educational and research initiatives.

All of this means that, for Idaho residents, their opportunity to receive their once-in-a-lifetime college education from the most effective and productive faculty is being diminished as we fail to attract or retain those individuals in Idaho institutions.

There is a similar impact for the state of Idaho with respect to our staff positions. This too is a national marketplace at the middle-manager to senior position levels. Institutions hiring for significant middle and higher management positions are almost always doing regional or national searches – and, once again, Idaho salaries are a barrier to finding the best, brightest and most effective of these individuals. Business has long recognized that paying the salary necessary to attract and retain the very best professionals, managers and staff often more than pays for itself in terms of creativity in problem solving and more efficient and effective ways to perform managerial functions. The impact of being way below market for these positions simply means that we will not be able to hire the skills and experience that we, as a state, need in order to be effective in the new education business functions of the 21st century. For example, an inability to retain key technical staff can affect our ability to effectively compete for non-resident students, who provide key financial support for our institutions, as our peers in surrounding western states out-recruit us for those very same students.

Salary competitiveness is a long-term issue – not readily corrected in one-year and easy to lose ground if there is not an annual effort to address the salary costs of the changing marketplace.

AGENCY: College & Universities Agency No.: 510 FY 2016 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.03**	Title: **5% Base General Fund Increase**			Priority Ranking 3 of 5	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	30.00				
PERSONNEL COSTS:					
1. Salaries	$2,220,000				$2,220,000
2. Benefits	747,000				747,000
3. Group Position Funding – Stipends					
TOTAL PERSONNEL COSTS:	$2,967,000				$2,967,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
2. Operating	$989,000				$989,000
TOTAL OPERATING EXPENDITURES:	$989,000				$989,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$3,956,000				$3,956,000

Supports institution/agency and Board strategic plans:

Goal _____

Performance Measure: _____

Description:
During the economic downturn from 2009 through 2011, the four year institutions under the oversight of the State Board of Education lost a collective $59.3 million in state support. The University of Idaho currently (FY15) has a permanent appropriation of $79.1 million, a $16.9 million difference from the FY09 base of $96.0 million. Although tuition rates have increased during that time, much of those increases have gone

toward the institutional portion of fringe benefit increases and CEC initiatives – as the state was no longer able to "fund shift" these costs to be fully covered by state funding.

While we successfully ensured the uninterrupted delivery of our direct instruction functions – enabling students to complete their degree in a timely fashion - the funding reductions have had a strong negative effect on our ability to provide for basic operations of our campus and centers , as we have reduced staff and operating funds.
It could take a decade, at current incremental funding increases for higher education, for institutions to return to funding anywhere near the level that was present in FY09. During that time, the students from Idaho are being shortchanged in their opportunities for the kind of education that will enable them to effectively compete in a national and global marketplace for employment. Yes, they can complete their degree in a timely manner, but there are many opportunities for enhancing that education that will not be available to them – opportunities that peer institutions in other states are providing to their residents.

In order to accelerate that funding "catch up", we are requesting a 5% increase in permanent state funding for FY16. This would provide an immediate boost toward addressing issues in salaries, staffing, technology support, and facilities operations.

The request is structured in the current proportions of our General Education budget – with 75% of the request to go to salaries and benefits for necessary staff and 25% for operating budgets across the university.

Employing these additional funds in the manner we have described would, in itself, address many of the issues and concerns that are at the core of the Complete College Idaho initiative in terms of helping more Idahoans access and complete a college education.

AGENCY: College & Universities Agency No.: 510 FY 2016 Request
FUNCTION: University of Idaho Function No.: 04 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Complete College Idaho Activity No.: Revision No. ___

A: Decision Unit No: **12.04**	Title: **Employment Readiness Program**				Priority Ranking 4 of 5
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	15.50				15.50
PERSONNEL COSTS:					
1. Salaries	$757,500				$757,500
2. Benefits	306,500				306,500
3. Group Position Funding – Stipends	100,000				100,000
TOTAL PERSONNEL COSTS:	$1,164,000				$1,164,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$55,000				$55,000
2. Operating	75,000				75,000
TOTAL OPERATING EXPENDITURES:	$130,000				$130,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$28,000				$28,000
TOTAL CAPITAL OUTLAY:	$28,000				$28,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,322,000				$1,322,000

Supports institution/agency and Board strategic plans:

Goal _____

Performance Measure: _____

Description:
Create a comprehensive, intensive, effective Career Planning, Placement, Internship and Undergraduate Research program at the University of Idaho

While the University of Idaho has sustained the academic programs of the institution throughout the last 5 years of difficult finances, thereby ensuring that students can readily find the courses necessary for graduation, other key support areas could not be

sustained at the necessary levels. With the positive effects of our change to a 120 credit hour graduation requirement for most of our programs – positive in the fact that many more students are completing their bachelor's degree in the traditional four years – there is a pressing need to accelerate student's focus on the post-college opportunities, whether that includes employment; professional education or further academic work. This request is to create and fund an aggressive program of career planning and placement that would provide state-of-the-art career services to University of Idaho students and provide more extensive assistance to an already large number and percentage of graduating seniors to find the career opportunities they are seeking. Because the main campus of the University of Idaho is not located in a major metropolitan area, it becomes even more important to provide a very vigorous program to assist our students in finding employment and sustaining their career growth.

In addition to traditional career planning and placement functions, this effort must include a very vigorous internship program and a corresponding research opportunity program to provide students with hand's on experience in addition to an already effective instructional program. Both internships and research opportunities have been proven to enhance student employment opportunities and set strong foundations for continued career growth. Since some important research opportunities come without external funding support, the undergraduate research opportunity component of this proposal also includes operating funds that would enable the program to provide 30 student research stipends, at approximately $3,000 per academic year, to support the research work of students in, primarily, non-STEM disciplines. Paid internships and research opportunities also provide financial resources to assist students with their college expenses – thus expanding access to higher education.

The University would commit to providing an enhanced, attractive and effective physical environment for these services. These state funds would also be used to seek matching funding for program and space needs from our Vandal donors and from employers who have come to rely on access to our graduates to maintain their successful businesses.
This initiative meets the SBOE goals for Complete College Idaho by providing a positive incentive for initial college enrollment and a strong incentive for college completion by making career opportunities and career preparation a key part of the student experience from the freshman year on.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

c. List any additional operating funds and capital items needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: College & Universities	Agency No.: 510	FY 2016 Request
FUNCTION: University of Idaho	Function No.: 04	Page 1 of 4 Pages
ACTIVITY:	Activity No.:	Original Submission X or Revision No. ___

A: Decision Unit No: **12.05**	Title: Rental Costs – Idaho Law and Justice Learning Center (ILJLC)			Priority Ranking 1 of 5	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Rent	$337,800				$337,800
TOTAL OPERATING EXPENDITURES:	$337,800				$337,800
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$337,800				$337,800

Supports institution/agency and Board strategic plans:

SBOE GOAL 1: A WELL EDUCATED CITIZENRY - Objective A: Access

Occupancy of the old Ada County Courthouse by the Idaho Law and Justice Learning Center (a joint undertaking of the Idaho Supreme Court and the University of Idaho through its College of Law) will provide increased access to learning and education about the laws and regulations that affect the citizens of Idaho.

Performance Measure: Access for place-bound students

The Idaho Law and Justice Learning Center (ILJLC) will provide a unique opportunity for more citizens of Idaho to gain access to both civics education as well as the opportunity to earn a JD degree.

Description: The Idaho Law and Justice Learning Center (ILJLC) is a joint undertaking of the Idaho Supreme Court and the University of Idaho College of Law designed to link the public and judicial education operations of the Idaho Supreme Court, the Idaho State Law Library and the College of Law into one unified law and justice learning center in Boise. The ILJLC will be occupied and used by the parties for the following purposes:

- outreach and engagement with the general public;
- the operation and management of the State Law Library;
- the delivery of judicial education by the Idaho Supreme Court; and
- the delivery by the College of Law of course offerings in Boise (currently consisting of a second and third year curriculum) through the Law School's Boise program.

The unique location of the ILJLC will permit the delivery of these efforts from a location in the heart of Idaho government – a place where laws are formulated, enacted, enforced and interpreted by the various branches of government. The ILJLC will be an important link to the citizens of Idaho by providing opportunities for law students and the citizens generally to learn about the legal history and the theoretical and practical aspects of citizenship, including the rights and duties of citizens with respect to each other and to the government.

The rental costs for the ILJLC have been set by the Idaho Department of Administration at $337,800/year as detailed in the attached draft Memorandum of Understanding and Capitol Annex Information sheet.

SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective A: Critical Thinking, Innovation and Creativity

The cooperative nature and undertakings of the ILJLC will provide an environment for the development of new ideas, and practical and theoretical knowledge regarding the law to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative in ways that will benefit society.

Performance Measures: Partnerships with private industry and area institutions.

Description: The ILJLC will allow the College of Law to better coordinate its various economic development activities with area businesses and educational institutions. Currently, the College has a concurrent degree program with Boise State University (the JD/Masters of Accountancy – Taxation), and is in the process of approving a concurrent degree program with BSU for a JD/MBA program. In addition to these in depth concurrent degree programs that will be supported by the ILJLC, the College continues to engage with area agencies and businesses through its three clinical offerings that include the Small Business Legal Clinic (offering assistance to small and start-up businesses, the Economic Development Clinic (offering assistance to local governments

in encouraging economic development in their localities), and the grant-funded Low Income Taxpayer Clinic (assisting individuals with taxpayer issues with the IRS).

SBOE GOAL 2: CRITICAL THINKING AND INNOVATION - Objective B: Quality Instruction

The ILJLC will increase student performance through the development, recruitment, and retention of a diverse and highly qualified workforce of faculty and staff.

Performance Measures: Increase in contact hours between the ILJLC and their respective target and outreach audiences.

Description: The ILJLC will be a center for the delivery of high-quality educational programs for the judiciary, the practicing bar, law students, college students from other institutions, civic organizations, high school students, and the public generally. In addition, the ILJLC will utilize the statewide video delivery system of the Idaho Supreme Court and the University of Idaho to better deliver programs in continuing legal education, with outreach to citizens generally and the practicing bar, resulting in high quality, cost-effective educational programming throughout the State of Idaho as part of their joint outreach and engagement activities.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The amount requested is for rental costs in the remodeled Courthouse building located on the Capitol Mall. Pursuant to Board policy V.B.10., only owner-occupied space is eligible for occupancy costs. Since UI would be leasing this space from the Department of Administration, the University is requesting rent costs in lieu of occupancy costs.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
   c. List any additional operating funds and capital items needed.

   All necessary resources have been funded to allow occupancy of the ILJLC. Note that tenant improvements to the building in the amount of approximately $1.6 million will be funded by the University through private funds that have been secured.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   This request is for on-going State General funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   The primary beneficiaries of this request will be the students of the College of Law who will be provided a focused opportunity to study law in a location near the seat of government in Idaho. As noted above, additional beneficiaries will include the judiciary, the practicing bar, college students from other institutions, civic organizations, high school students, and the public generally by reason of the various credit, professional, and outreach instruction to be delivered from the ILJLC.

   If the request is not funded, then operating funds from existing and planned educational and outreach programs would need to be utilized to fund the occupancy costs for the building. This would negatively impact the planned programming at the ILJLC and could delay or eliminate some of the efforts.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

State of Idaho
Department of Administration

C.L. "BUTCH" OTTER
Governor
TERESA LUNA
Director

650 West State Street Room 100
P.O. Box 83720
Boise, ID 83720-0003
Telephone (208) 332-1824 or FAX (208) 334-2307
http://www.adm.idaho.gov

7/1/201X

MEMORANDUM OF UNDERSTANDING

The Department of Administration is given responsibility to manage multi-agency office space and space in the Capitol Mall complex by Idaho Code Sections 67-5708 and 67-5709.

This Memorandum of Understanding between the Department of Administration and the various state agencies which are tenants in state buildings is to specify the amount of space occupied by each tenant, the charge for that space footage, and the requirements and responsibilities related to that space.

STATE AGENCY TENANT: University of Idaho - Law Learning and Justice Center

Square Footage Total: **28,150** Charges Total: **$ 337,800.00**

***** SPACE CHARGE DETAILS ARE BELOW *****

The charge per Square Foot of occupied space is an annual charge for the maintenance and operations of that space; the base rate will not change during the fiscal year. The TOTAL CHARGE may change from time to time based on the amount of square footage occupied by the State Agency. If occupied square footage changes during the fiscal year, an adjusted MEMORANDUM OF UNDERSTANDING will be issued. Rent will be prorated based on actual amount of space occupied. Rent is prepaid.

DRAFT

The Department of Administration reserves the right to inspect the property; however, the inspection will not disrupt the State Agency's employees, and inspections will be scheduled at reasonable times. The State Agency is reponsible for providing written notification to the Departmetn of Administration, Division of Public Works, of any required maintenance or repairs the State Agency's employees may have discovered.

Questions regarding office space may be addressed to Facilities Services at (208) 332-1930. Billing questions may be addressed to Financial Services at (208) 332-1815.

BY: _____ DATE: _____

Teresa Luna
Director, Department of Administration

Agency Name	Facility	Type	Floor	Area	RATE	CHARGES
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	109	$ 12.00	$ 1,308.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	91	$ 12.00	$ 1,092.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	96	$ 12.00	$ 1,152.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	212	$ 12.00	$ 2,544.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,608	$ 12.00	$ 19,296.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,609	$ 12.00	$ 19,308.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	2,372	$ 12.00	$ 28,464.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	1st	1,603	$ 12.00	$ 19,236.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	83	$ 12.00	$ 996.00

Agency Name	Facility	Type	Floor	Area	RATE	CHARGES
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	91	$ 12.00	$ 1,092.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	3,920	$ 12.00	$ 47,040.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	2nd	4,616	$ 12.00	$ 55,392.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	3,679	$ 12.00	$ 44,148.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	893	$ 12.00	$ 10,716.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	3rd	4,831	$ 12.00	$ 57,972.00
University of Idaho	Capitol Annex	Law learning & Justice Ctr.	4th	2,337	$ 12.00	$ 28,044.00
				28150		**$ 337,800.00**

DRAFT

Capitol Annex information for Idaho Law and Justice Learning Center MOU between Department of Administration and the ILJLC

Rent Charges:

Capitol Annex rent rates have been determined using a comparison of the Borah building and Capitol building charges along with the anticipated hours of operation planned in the building. Rent is for full service, which includes utilities, maintenance, janitorial, and security. Tenants are responsible for phone and data. Also, and should there be a need for after business hours security, the tenant is responsible for that as well.

The costs associated with maintaining the building will be monitored, then after one full year of use the rent will be adjusted up/down for FY18. Rent will not exceed $12 per square foot for FY16 and FY17. Capitol Mall rent rates are typically adjusted IF needed every three years.

Rent will not be charged until the building opens for business in FY16, which is anticipated to be September 2015. Typically MOU's are sent to agencies beginning each fiscal year and billed in half year installments. In this instance a pro-rated bill will be sent to University of Idaho for the Law Learning and Justice Center for the first half of FY16.

http://leasing.idaho.gov/docs/fac_manual.pdf (Section H - OCCUPYING A STATE-OWNED BUILDING)

Hours of Operation: (per L Dillion and B Johnson)

Weekdays: 6 AM until 11 PM
Weekends: 8 AM until 4 PM

Note: State Office Buildings are open for public access during normal working hours, which are from 7:00 a.m. to 5:30 p.m., on all state scheduled work days. Per University of Idaho, the building is to be accessible to University law students and staff 24/7, or as determined by the Dean for the Law School.

ID and Access Cards:

Capitol Mall uses the Hirsch Velocity system, HID proximity card for access. Capitol Mall security will need a sample card to affirm that University of Idaho Identification and Access cards are compatible with the Hirsch system. If so and once the University issues cards, those cards can be activated into the Capitol Mall system.

Parking:

University of Idaho staff who work at the Capitol Annex are eligible to participate in the Capitol Mall parking program. Because University of Idaho does not issue paychecks through the SCO, arrangements will be made for charging and collecting fees from University of Idaho staff for parking. Students are not eligible to participate in Capitol Mall parking.

http://cms.idaho.gov/parking/

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AGENCY: Lewis-Clark State College Agency No.: 511 FY 2016 Request
FUNCTION: General Education Function No.: Page 1 of 3 Pages
Original Submission _X_ or
ACTIVITY: Work College Trial Activity No.: Revision No. ___

A: Decision Unit No: **12.01** Title: **Work College Trial** Priority Ranking 1 of 2

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS (ongoing):					
1. Salaries	$45,000				$45,000
2. Benefits	20,000				20,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$65,000				$65,000
OPERATING EXPENDITURES **by summary object:**					
1. Program Expenses (ongoing)	$140,000				$140,000
2. Supplies (ongoing)	1,000				1,000
TOTAL OPERATING EXPENDITURES:	$141,000				$141,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation (one-time)	$3,000				$3,000
TOTAL CAPITAL OUTLAY:	$3,000				3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$209,000				$209,000

Supports institution/agency and Board strategic plans: This request directly supports State Board Goal 1 ("A Well Educated Citizenry"), Objective A ("Access") by increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system; and Objective B ("Higher Level of Educational Attainment") through participation and retention in Idaho's educational system.

Description: This request would support a prototype test and validation of the "Work College" concept as a means for Idaho students/families of limited economic means to gain access to higher education without having to take on significant loan debt, while providing an additional avenue for the College to engage with and advise students in order to boost retention and student success.

For over two years, LCSC has been studying the "Work College" model, which has been highly successful on a college-wide basis in the Work Colleges Consortium (WCC) of seven colleges in the East and Midwest, to see if a similar approach could be modified and applied in Idaho public colleges/universities. Under this approach, students would work at "regular" jobs at the institution for 10 hours per week (10 months per year) in exchange for tuition costs and a small hourly stipend to offset other incidental college fees. Participating students, selected on the basis of financial need, are able to graduate without incurring large student debt. More importantly, in the Work College approach, the students' work supervisors are directly and formally engaged in assessing student performance and progress, and provide another major pillar to help with retention, motivation, and advising. Work College students are more fully engaged with college personnel and operations and gain real work experience. LCSC staff members have worked with colleagues at the Work Colleges Consortium to identify already-proven procedures and formats which could be adapted for use in LCSC's proposed trial run. Based on results at the seven WCC member institutions, we are confident that a Work College option for selected students would result in the following results for LCSC students:

- A low cost-option for students who might otherwise not access the higher education system due to anxiety over the cost of college and concerns over incurring significant debt.
- Enhanced engagement of participating students who would be integrated fully in the college work force, as well as within heir student roles.
- Enhanced oversight and mentoring of students who would receive frequent, structured interaction from their supervisors as well as advisors.
- Students would have an opportunity to work at meaningful jobs within the college with a carefully controlled schedule compatible with their classes—they would already be contributing members of the Idaho workforce prior to graduation.

LCSC's request would fund a four-year trial run involving a controlled cohort of 20 students. The requested funds would permit a meaningful test bed for the Work College concept, which, if successful, could then be integrated into the institution's overall personnel and advising structure. Factors which make LCSC a logical test location for this concept include:

- Open access institution with an assigned (though unfunded) community college role and a diverse mission including associate, baccalaureate, academic, and professional-technical education.
- The lowest tuition of any of Idaho's public four-year institutions.
- The leanest staffing levels of white- and blue-collar jobs (the institution would benefit from the addition of this limited number of additional part-time workers).

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? Answer: $209,000 to fund a single cohort testbed of 20 Work College students and one program coordinator.

2. What resources are necessary to implement this request? Answer: One program coordinator ($45,000 + fringe & health insurance) and funding to offset tuition/fees ($140,000). LCSC institutional funds will be used to cover supervisor costs for the participating students and workplace resources. One-time $3,000 capital funding for the coordinator's computer and workstation.
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.). Answer: Breakout of ongoing costs (all from General Fund and all but $3,000 ongoing) is indicated in the financial matrix above.
   On-going general funds
4. Who is being served by this request and what are the expected impacts of the funding requested? Answer: this request enables students to have access to higher education who might not otherwise be able to afford college, or, if they had to take out loans to attend college, would graduate with significant debt. The Work College students will benefit from additional engagement, oversight, and mentoring, while contributing to the college as part of the school workforce. The college will benefit from greater efficiency (improved student retention and success), better service to economically-challenged students and their families, and augmentation of its lean work force.
5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. Answer: Not applicable. This is the first year that this line item has been requested.

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AGENCY: Lewis-Clark State College | Agency No.: 511 | FY 2016 Request
FUNCTION: General Education | Function No.: | Page 1 of 3 Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **Salary Competitiveness** Priority Ranking 2 of 2

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	0				0
PERSONNEL COSTS (ongoing):					
1. Salaries	$2,640,000				$2,640,000
2. Benefits	554,000				554,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$3,194,000				$3,194,000
OPERATING EXPENDITURES **by summary object:**					
1. Program Expenses (ongoing)	0				0
2. Supplies (ongoing)	0				0
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY **by summary object:**					
1. N/A	0				0
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$3,194,000				$3,194,000

Supports institution/agency and Board strategic plans: This request supports the State Board of Education Strategic Plan, Goal 2, Objective B ("*Quality Instruction*"): "*Increase student performance through the development, recruitment and retention of a diverse and highly qualified workforce of teachers, faculty, and staff*." This request also supports the related LCSC Strategic Plan, Goal 1 ("*Sustain and Enhance Excellence in Teaching and Learning*"), Objective 1E ("*Recruit and retain a highly qualified and diverse faculty and staff*") with a benchmark to meet or exceed the median salaries reported for peer institutions.

Description: This request addresses the large gap between the salaries of LCSC faculty and staff and their counterparts at peer institutions. It is anticipated that Idaho lawmakers soon will return to a sustainable funding approach for state employees,

which will enable them to keep pace with market-competitive rates. However, consistent funding in future years for CEC at, say, 3% to 5% per year, as once recommended by the Governor's Office and DHR, would not enable LCSC employees to catch up with the significant salary gaps which currently exist with median salaries at peer institutions. The requested ongoing increase in General Fund dollars would close or significantly narrow the following gaps:

- LCSC faculty salaries (all ranks) which are 11.2% beneath the median for peers.
- LCSC classified staff salaries which (per latest DHR annual report) are 80.9% of policy and well below the average for all state employees.
- LCSC exempt staff salaries which are at least 15% below the CUPA medians for similar positions at similar size institutions.

The requested ongoing funding ($2,640,000 in base salaries, plus $554,000 in fringe) would be distributed based on merit and equity (market competitiveness), bringing LCSC's average salaries up to peer medians—one could say that this would bring LCSC salaries up to a respectable grade of "C" if a standard grading scale were used as an analogy for salary competitiveness.

This request would also allow the College to address its serious compensation gap without placing an undue burden on student fees. It has only been within the last decade that it became legal under Idaho statute to charge students for the actual cost of instruction. Since the onset of austere funding in FY2009, policymakers have shifted an increased burden for instructional costs (including employee salaries and benefit costs) on the backs of students and their families.

This request would also enable the College to maintain high quality faculty and staff (which are essential to quality program delivery) while continuing to expand output to meet the State Board's CCI/60% goals. Absent sustained, adequate funding for salaries, institutions would be forced to freeze current output levels and/or cannibalize operations to maintain a quality workforce.

Finally, the request would signal LCSC employees that the state is once again committed to fair pay levels, and this would help the College return to its former low turnover rates. For the past year (as economic conditions have begun to improve in neighboring states and the private sector, and as the change in real CEC dollars appropriated by the state have been negative over a number of years), LCSC turnover rates have begun to increase. Between 2012 and 2013 turnover rates have changed for the worse:

- Faculty turnover increased from 6.4% in 2012 to 11.0% in 2013 (a 72% increase)
- Classified staff turnover increased from 10.4% to 19% (a 91% increase)
- Exempt staff turnover increased from 5.9%to 8.7% (a 47% increase)

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base? Answer: $3.194M in ongoing General Fund dollars, the entirety of which would be in the base.

2. What resources are necessary to implement this request? No resources other than the requested increase in base funding.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.). Answer: see matrix above. The institution will continue to seek grant and private funding to support personnel and programs.

   On-going general funds

4. Who is being served by this request and what are the expected impacts of the funding requested? Answer: This request provides immediate relief to faculty and staff at LCSC who, on average, fall well below the median salaries of their peers and counterparts. However, the primary benefit of committing to fair compensation for employees will be the sustainment and enhancement of program quality and student success.

   If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. Answer: Restoring adequate compensation has been LCSC's number one strategic priority for more than five years; however, until this cycle, the State Board has not entertained the approach of individual institutions submitting additional CEC requests beyond the formulaic 1% typically entered in the annual fiscal year MCO request.

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AGENCY: Division of Professional-Technical Education | Agency No.: 503 | FY 2016 Request

FUNCTION: | Function No.: 03 | Page 1 of 3 Pages

ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.01	Title: EITC Data Management System				Priority Ranking 1 of 4
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.0				1.0
PERSONNEL COSTS:					
1. Salaries	$49,200				$49,200
2. Benefits	21,900				21,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$71,100				$71,100
OPERATING EXPENDITURES **by summary object:**					
Computer Supplies	$185,000				$185,000
TOTAL OPERATING EXPENDITURES:	$185,000				$185,000
CAPITAL OUTLAY **by summary object:**	0				
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$256,100				$256,100

Supports institution/agency and Board strategic plans:

Goal 1. Effective and efficient delivery system resulting in a highly skilled workforce for Idaho

Objective A. **Synchronized system** | A coordinated, coherent system that demonstrates responsiveness and effectiveness in addressing Idaho's workforce needs

Description:

EITC manages student registration, financial aid, grades, course completion, transcripts and other essential functions using the Colleague data management system. The software is the system from which information is extracted for the Statewide Longitudinal Data System.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   EITC manages student registration, financial aid, grades, course completion, transcripts and other essential functions using specialized software. All colleges do these processes using computer systems because the data management systems are complex. In 2008 EITC determined that the software used for these programs, which was made by SchoolDESX Technologies, LLC (formerly Sooner Microsystems), was no longer suitable for emerging federal requirements and replaced this system with software manufactured and supported by Ellucian, Inc. (formerly Datatel, Inc.) and called Colleague. Colleague software is also used at Lewis-Clark State College (LCSC), North Idaho College (NIC), and College of Western Idaho (CWI). Other colleges in Idaho each use similar software (ISU and UI-Banner, BSU-Peoplesoft, CSI-Jenzabar).

   Colleague is the second largest operating expense for the college, after campus electricity costs. When personnel costs are included, Colleague is the largest overall expense for the college. Systems costs are rising at approximately 6% per year. Ongoing maintenance of the software, and coordination of this system with the state's longitudinal data system and internal learning management systems requires a full time IT Systems Programmer (classified pay grade L).

   EITC manages online student interaction, homework assignments, digital distribution of educational aids and many other learning systems through a software program known as Blackboard. Almost all colleges in the state use Blackboard; it is purchased through a statewide contract. The statewide contract is for the enterprise version; the systems available through this program are so complex that a systems specialist is required to provide the technical support for educators to fully exploit its capabilities.

   As with all organizations which store and use electronic information, EITC is vulnerable to attack and hacking of information systems by outsiders primarily intending to gain personal information of students. This is a major problem. To protect this information and comply with various federal laws (FERPA, Gramm-Leach-Bliley, inter alia) EITC as with other colleges has a layered defense system including rotating secure passwords, firewalls, access controls and other protection methods.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      - IT Systems Programmer
      - Classified Pay Grade L

- Full Time with benefits
- Current position at EITC being funded locally. Incumbent is currently paid $23.43/hour which is the 30th percentile of the pay scale. Policy for this pay grade is $27.55
- Permanent position

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
No resources will be redirected.

c. List any additional operating funds and capital items needed.
Annual software costs estimated at $185,000

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
It is requested that new general funds be made available to cover both the software costs and personnel costs on an ongoing basis.
There are other costs associated with Colleague which will be covered by local funds, particularly from full time student technology fees. This system requires three dedicated computer servers, which have a service life of about 8 years. Due to periodic changes in the software to support new federal and state reporting requirements and new financial aid control methods, annual training for the operator is required. This typically requires approximately $4000 annually for participation in formal training and in local user group training.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
The entire EITC campus is served by Colleague software with the exception of custodial and maintenance personnel. There will be no impact on short term college operations if the requested funding is or is not provided. Funding for this software, and the technician to support it, is currently being drawn from college financial reserves. The entire faculty is served by Blackboard software as are all full time and part time (credit) students. Not funding this request would leave EITC more vulnerable to cyber-attack and increase risk of data disclosure in violation of various federal laws.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
Not previously requested

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Professional Technical Education	Agency No.: 503	FY 2016 Request
FUNCTION: General Programs	Function No.: 02	Page 1 of 3 Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.02	Title: Secondary Added Cost Funding			Priority Ranking 2 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Uniform 2. Training Materials					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$1,009,400				$1,009,400
LUMP SUM:					
GRAND TOTAL	$1,009,400				$1,009,400

How connected to institution/agency and Board strategic plans:

Goal 1: Effective and efficient delivery system resulting in a highly skilled workforce for Idaho.

Objective D: S*tudent Success:*
Systems services, resources and operations support high performing students in high performing programs transitioning to employment.

Description:
Added cost is the difference between the extra costs of PTE programs over general education programs' costs. Safety, current technology and instructional equipment are examples of added costs of PTE programs. Prior to the 2014 Legislative session,

added-cost unit values for PTE programs had not changed since 1998. At the same time technology, instructional equipment, and other added costs have increased.

In the 2014 Legislative session, the Legislature approved $756,400 ongoing from the General Fund to increase PTE's secondary schools added-cost unit values. This included $512,900 to increase the unit value for the Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs from $10,260 to $15,000, for an increase of 46.2%.

The line item also included $243,500 to increase PTE's secondary schools added-cost unit values by 5% for all PTE secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs.

The Division of Professional-Technical Education is requesting $1,009,400 ongoing from the State General Fund to increase PTE's secondary schools added-cost unit values by 20% for all PTE secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The request is for a change in the General Fund to increase PTE's secondary added-cost unit values by 20% for all secondary programs, with the exception of Ag. Science and Technology Programs and the Ag. Science/Mechanics Programs.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service. N/A
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. N/A
   c. List any additional operating funds and capital items needed. N/A

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions: new customer base, fee structure changes, ongoing anticipated grants, etc.
   See cover sheet.
4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Students enrolled in secondary PTE programs are served by this request.
   The impact of this request is to help offset the increased costs associated with running the secondary PTE programs.
   Students, secondary schools and PTE programs would be impacted if the request were not funded.

5. If this is a high priority item list reason non-appropriated line items from FY 2015 budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision

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AGENCY: Division of Professional-Technical Education | Agency No.: 503 | FY 2016 Request
FUNCTION: Postsecondary Programs | Function No.: 03 | Page _1_ of _3 Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.03	Title: Advanced Manufacturing Initiative			Priority Ranking 3 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	$140,000				$140,000
2. Benefits	52,400				52,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$192,400				$192,400
OPERATING EXPENDITURES **by summary object:**					
1. Supplies and services	$215,200				$215,200
TOTAL OPERATING EXPENDITURES:	$215,200				$215,200
CAPITAL OUTLAY **by summary object:**					
1. Instructional equipment (one time)	$596,000				$596,000
TOTAL CAPITAL OUTLAY:	$596,000				$596,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,003,600				$1,003,600

Supports institution/agency and Board strategic plans:

Idaho State Board of Education Goal 1: A Well Educated Citizenry

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

Performance Measure:
Percent of Idahoans (ages 25-34) who have a college degree or certificate.
Benchmark: 60% by 2020

The postsecondary system of professional-technical education provides avenues to directly support the Idaho State Board of Education goal of achieving a 60% rate of

documented work readiness (postsecondary and/or industry credentials) amongst 25-34 year old adults by 2020.

Description:

Ongoing as well and one-time money is needed to continue the momentum from last year's funding in the creation and expansion of advanced manufacturing programs. To remain competitive in the marketplace, the manufacturing sector of Idaho is faced with the implementation, operation, and maintenance of highly sophisticated equipment to automate their manufacturing, production, and processing systems. As an agent of economic development, PTE programs provide the workforce with the sophisticated skills required to support the new highly automated systems across the broad spectrum of advanced manufacturers in Idaho: food and dairy processors, aerospace, rapid prototyping, and many subsectors distributed around the state of Idaho. The current PTE postsecondary program inventory includes some elements of these needs, but there are specific emerging regional needs that prompt this request: a critical mass of food processors needing engineering and food processing technicians and industrial mechanics; the aerospace sector in northern Idaho; machine tool technology in southwestern and eastern Idaho, and aircraft maintenance in southeastern Idaho. In addressing these needs with each of the technical colleges, this proposal serves to upgrade, enhance, refine, and expand programs across the state as follows:

Line Item Request Summary FY2016

Institutional totals		FTP	ongoing salary	ongoing benefits	OE	one-time equipment	budget total
CSI	Food Processing Technology	0			14,000	165,000	179,000
CWI	Advanced Manufacturing	0			40,000		40,000
	Advanced Manufacturing - Training	0				150,000	150,000
EITC	Advanced Manufacturing Technologies	0			70,000	126,000	196,000
ISU	Advanced Manufacturing	0			23,500	100,000	123,500
	Aircraft Maintenance Technology	0				20,000	20,000
LCSC	Engineering Technology	1	50,000	21,800	33,200	35,000	140,000
NIC	Advanced Manufacturing Aerospace Instructor	2	90,000	30,600	34,500		155,100
	Grand total	**3**	**140,000**	**52,400**	**215,200**	**596,000**	**1,003,600**
	Total ongoing			192,400			
	Total one-time					596,000	

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The request includes personnel, operating expenses, and capital outlay (instructional equipment) to support the proposed advanced manufacturing programs intended to facilitate support for the State Board Goal 1, Objective B performance measure: 60% of Idahoans (ages 25-34) who have a college degree or certificate.

   Neither staffing nor base funding is anticipated to be available for these activities for FY2016.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

   Full time professional-technical program faculty will be hired when institutions are authorized to do so and according to institutional grades, qualifications, benefits availability, and hiring protocols.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   As several of the activities expand current operations, the programs' respective impacts will vary at each institution. In general, existing human resources will not be redirected, but institutional operations will be somewhat affected by increased traffic due to the capacity enhancement nature of the request.

   c. List any additional operating funds and capital items needed.

   None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   See cover sheet

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Those served include the industry who will potentially hire additional trained technicians, the students who enroll in these requested as well as existing programs (consistent with current institutional student demographics), and the citizens of Idaho through advancement towards the 60% goal.

   If this request is not funded, the ability of the system will be relatively hampered in the ability to expand the capacity and support that will be necessary to adequately support the emerging high-tech nature of the Idaho manufacturing sector and achieve the 60% goal.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   In the Idaho Technical College System, it is an imperative that programs adapt to current need. There are elements of the prior year request in this current request. The major difference is the focus on a particular industry sector in need and giving instructional program development at this level of funding a high priority.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Division of Professional-Technical Education | Agency No.: 503 | FY 2015 Request

FUNCTION: Dedicated Programs | Function No.: 04 | Page ___ of __ Pages

ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: 12.04 | Title: Agricultural and Natural Resources Education Programs | Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Supplies and services					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. Instructional equipment					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$325,000	$275,000			$600,000
LUMP SUM:					
GRAND TOTAL	$325,000	$275,000			$600,000

Supports institution/agency and Board strategic plans:

Goal 1: Effective and efficient delivery system resulting in a highly skilled workforce for Idaho.

Objective D: S*tudent Success:*
Systems services, resources and operations support high performing students in high performing programs transitioning to employment.

Description:

Idaho Code Section 13-1629 established the Agricultural and Natural Resource Education Programs which consists of:

1. **Idaho Quality Program Standards Incentive Grants** to provide incentive grants up to a maximum of $10,000 for instructors of agricultural and natural resource education programs offered in any grade 9 through 12 where such programs meet or exceed the applicable Idaho quality program standards as determined by the State Board for Professional-Technical Education; and

2. **Agricultural Education Program Start-Up Grants** to provide funds up to four (4) grants per school year (no more than $25,000 per grant), for school districts and public charter schools to begin or to re-establish an agricultural and natural resource education program in any grade 9 through 12.

For the **Idaho Quality Program Standards Incentive Grants Fund**, the Division of Professional-Technical Education is requesting State General Funds in the amount of $300,000 and Dedicated Funds in the amount of $200,000.

The FY2014 total FTE of Agriculture and Natural Resource instructors was 126 and it was established that 40% of the instructors would initially meet the criteria of Idaho Quality Program Standards with a maximum grant of $10,000 per instructor. The total request of both State General Funds and Dedicated Funds ($500,000) would meet this need.

For the **Agricultural Education Program Start-Up Grants Fund**, the Division of Professional-Technical Education is requesting State General Funds in the amount of $25,000 and Dedicated Funds in the amount of $75,000.

This grant fund will provide up to four (4) Agricultural Education Program Start-Up Grants (not to exceed $25,000 per grant) to school districts or public charter schools to begin or re-establish an agricultural and natural resource program in any grade 9 through 12. The total request of both State General Funds and Dedicated Funds ($100,000) would meet this need.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The Division is requesting funds to implement Idaho Code Section 33-1629 ("The board of professional-technical education shall in its annual budget request to the legislature request funding for the grant program provided for in this section."). Funds requested from the Idaho Quality Program Standards Incentive Grants Fund will be used to award up to 50 grants to secondary school districts for programs that meet or exceed the applicable Idaho quality program standards established by the State Board for Professional-Technical Education. Funds requested from the Agricultural Education Program Start-Up Grants funds schools to begin or re-establish an agricultural and natural resource education program in any grade 9 through 12.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      None

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      None

   c. List any additional operating funds and capital items needed.

      None

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   See cover sheet

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Secondary students enrolled in, or who want to enroll in, agricultural and natural science education programs in Idaho's school districts and public charter schools.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   None

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Community Colleges Agency No.: 501 FY 2016 Request
FUNCTION: CSI Function No.: Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01** Title: **Supporting Complete College Idaho** Priority Ranking 1 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	13.00				13.0
PERSONNEL COSTS:					
1. Salaries	$562,000				562,000
2. Benefits	253,000				253,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$815,000				815,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$40,000				$40,000
2. Software	60,000				60,000
3. Operating Supplies	25,000				25,000
4. Faculty Professional Develop.	30,000				30,000
TOTAL OPERATING EXPENDITURES:	$125,000				$125,000
CAPITAL OUTLAY **by summary object:**					
1. New Computer Lab	$60,000				$60,000
TOTAL CAPITAL OUTLAY:	$60,000				$60,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,000,000				$1,000,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation in Idaho's educational system.

Performance Measure:

1. Increase graduation rates for the College of Southern Idaho from 18% to 28% by fiscal year 2018 (May of 2018) – IPEDs definition of graduation rate. Fall of 2014 benchmark
2. Increase retention in degree and certificate programs at the College of Southern Idaho from 50% to 60% by fiscal year 2018 (May 2018) IPEDS definition of Fall to Fall retention. Fall of 2104 benchmark

3. Increase the number of students earning degrees or certificates by 30% by fiscal year 2018 (May 2018). Fall of 2014 benchmark
4. Increase credits successfully completed by 15% by the Fall of 2017 based upon Fall of 2014 credits.

The above performance measures are in support of SBE benchmarks

1. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
2. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

Description:

The Idaho State Board of Education has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation (JKAF) has also strongly supported post- secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, the community colleges feel very strongly that these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

Each institution is at a different point in implementing programs to increase student success and therefore will have different needs. The funding distribution for this request is based upon each institution's academic FTE as reported to the Idaho State Board of Education.

The following outlines the needs of each institution:

College of Southern Idaho

1. Career and Transition Coordinators: 4 FTE ($32,000 salary plus benefits = $50,000) = $200,000, plus $20,000 operating expenses = $220,000

   80% of Idaho students graduate from high school but only 47% receive postsecondary training. We are missing the link in the transition to between high school and college. The new career and transition coordinators would work closely with recruiting and admissions staff in

helping students at the beginning of their postsecondary training and education. In addition to providing extensive outreach/recruiting services, staff would be involved in career coaching to assist students in making the right choices at the start of their education. In fulfilling this expanded customer service role, staff would not only ensure students were admitted but also make sure they completed orientation, were advised, registered, applied for scholarships, and had a financial plan. Staff would assist the student with any administrative problems. These staff members would deal primarily with full time students in both professional technical and academic programs. This is at once an educational process about careers in the recruiting phase and an integrated advising and enrollment process. The end result of this process is an individualized education plan that will lead to timely and successful program completion.

2. Advising Staff: 4 FTE ($32,000 salary plus benefits = $50,000) = $200,000, plus $60,000 in operating expenses=$260,000

   We have completed the first year of a very successful pilot program with funding from the JKAF. This pilot program targeted at-risk students (i.e. minority, first generation college, underprepared and economically disadvantaged). Based upon the pilot program results and with assistance from our existing advising staff, we would implement intrusive advising with a case management model. Each advisor would have mandatory meetings 4 times a semester for new students for the first year and at least two meetings per semester for the following semesters. These advisors would also provide mandatory orientation that involved academic, financial and career information for new students with assistance from faculty and staff. In addition to staff, operating expenses include enhanced scheduling software and student tracking systems.

3. Remediation Reform: 4 Instructional FTE ($41,000 salary plus benefits = $60,000) = $240,000, plus $60,000 equipment = $300,000

   The new instructional staff would be supplemented by existing faculty in the establishment of an open laboratory type setting with computerized developmental coursework. The year round labs would be staffed by trained instructional staff to monitor and assist each student in completing coursework at his or her own pace. Credit would be awarded based upon outcomes.

4. Expanded Tutoring and Student Mentoring: $80,000 Part-time and Adjunct

   Expand resources for post-gateway high risk classes such as biology, chemistry, high level math, nursing, etc. based upon success ratio of the courses. This would involve hiring skilled students and staff to assist in these areas, and these instructional coaches will be available during a wide range of open hours for these services will serve to improve completion rates.

5. Instructional Designer: 1 FTE ($70,000 plus benefits = $95,000), plus $45,000 in operating expenses = $140,000

   This position would not only oversee quality in all of our online course offerings, but also would assist faculty in bringing up courses to the required level and monitor all courses for quality. The goal of this position is to increase success rates in all online courses through redesign and utilization of the most successful teaching techniques. While gateway courses would be targeted, the position would also assist in the development of quality online programs, not just courses.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The request is for funding to develop a comprehensive approach to postsecondary educational services for all students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible. Job coaching, recruitment, orientation, placement, advising, registration and follow up services are all significantly enhanced through this proposal.

   The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JKAF "Go On" campaign.

   The base funding for salaries and benefits for the existing five advisors and an advising director is $327,900. The base funding for salaries and benefits for two recruiters is $97,200. Both of these amounts are in the College of Southern Idaho General Fund account.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      - 4.0 FTE Recruiter/Advisor, $32,000, Full Time, Full Benefits @ $18,000, Hire Date of July 1, 2015, 12 month contract
      - 4.0 FTE Advisor, $32,000, Full Time, Full Benefits @ $18,000, Hire Date of July 1, 2015, 12 month contract
      - 4.0 FTE Faculty Instructor, $41,000, Full Benefits @ $19,000, Hire Date of August 1, 2015, 9 month contract
      - 0.0 FTE Faculty/Adjunct Faculty Tutors, $25 per hour, No Benefits, Hire Date of August 1, 2015
      - 1.0 FTE Instructional Designer, $70,000, Full Time, Full Benefits, Hire Date of July 1, 2015, 12 month contract

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

The existing CSI Admission and Recruiting functions will be restructured to ensure student follow-up is continuous and relevant. Coordination with Advising will also be enhanced along with increased, coordinated orientation and registration services for students.

c. List any additional operating funds and capital items needed.

We are requesting $20,000 in travel funds for Recruiting/Advising to increase the number of students we can reach. This will involve more intensive job coaching, advising and follow up than our current model.

We are requesting $10,000 in travel funds for our advising staff for professional development and collaboration with other institutions concerning best practices.
We are requesting $20,000 in supplies for our advising staff to facilitate intensive advising through an increased number of student orientations held at various times throughout the year. There will be orientations every week in the summer.
We are requesting $30,000 for software enhancements for advising to allow us to track students through stages of recruitment, orientation, advising, registration and completion. The software will provide a platform to assist in intensive advising. The data gathered will assist in determining the best practices for successful outcomes.

We are requesting $10,000 in travel, $5,000 in supplies and $30,000 for faculty professional development for our instructional designer position. The travel is to ensure that our instructional designer and selected lead staff stay current on best practices. The $5,000 is for various faculty events and meetings concerning instructional improvement. The $30,000 for professional development is to expose our faculty to innovative instruction. This will involve speakers, travel, webinars and direct instruction.

We are requesting $60,000 for a computer lab for remediation reform. The new lab will allow us to use assistive software for developmental students in an open setting with faculty to provide assistance. The objective is to get students up to college level within a single semester rather than multiple semesters.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The entire request is for General Funds. The $60,000 computer lab is a one-time start-up equipment purchase. Replacement computers will be funded from institutional funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better and to increase completion rates.

   If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   This is the first year for this request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Community Colleges | Agency No.: | FY 2016 Request

FUNCTION: CSI | Function No.: | Page ___ of __ Pages

ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Achievement Based Software**			Priority Ranking 2 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Hosted Software	$100,000				$100,000
TOTAL OPERATING EXPENDITURES:	$100,000				$100,000
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$100,000				$100,000

Supports institution/agency and Board strategic plans:

CSI Strategic Initiative 1: Student Learning and Success
Goal 1: Demonstrate continued commitment to and shared responsibility for student learning and success.

Performance Measure:

1. The success rate of students testing into developmental education and completing their course of study will increase from 30% to 60% by fiscal year 2018 (May 2018)

Description:

One of the major barriers in getting students started on a career track is getting them through the general education requirements of math and English. 40% to 60% of incoming first-time fulltime students place into remedial math, remedial English, or both, and students often take several semesters to complete traditional developmental education courses as a part of this process. Many get discouraged and quit.

Responding to pilot program results and evidence-based practices aligned with Complete College Idaho, CSI recognizes remediation reform is essential. Students must be accurately diagnosed in terms of their specific deficiencies, and then engaged in specialized learning opportunities and activities and their progress through these activities closely monitored. College personnel would facilitate the instruction, but the management interface, learning activities, and progress monitoring requires specific technology and potentially cloud-based data systems.

CSI proposes to secure access to a software solution that will accomplish these various interventions and activities. The anticipated outcomes are:

- Thorough identification of student-specific instruction
- Targeted, precise, individualized computer-based learning, facilitated by CSI personnel
- Automated progress reporting for enhanced student engagement
- Shortened time to enter gateway courses
- Economical alternative to multi-credit developmental courses
- Higher efficiency and success rates of student participants

There are many variables in the pricing of a hosted software system with these features. This request is for the purchase of a base system from which we can build upon based upon our measured success and best practices.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The request is for $100,000 to pay for a hosted system and associated training for a specialized learning software system.
   Existing instructional staff will be trained in the use of the software.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      Existing instructional staff will be trained in the use of the system.
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      Developmental education faculty, both existing and if the need exists, new faculty, will be trained both in the use of the software and in the teaching methods required for this type of instruction.

c. List any additional operating funds and capital items needed.
No additional operating funds are required.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
Based upon the anticipated use of the program, we expect the annual maintenance and licensing fees to be approximately $150,000 per year for the hosted solution.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
Students are the primary recipients and beneficiaries of this request. The anticipated impact will be significant in that both the timeline to gateway course participation will be accelerated and the rate of course completion will increase.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
The prior year Line Items that were not funded were not requested this year. In light of CSI's commitment to remediation reform consonant with the CCI Plan, this line item poses a more critical need.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Community Colleges | Agency No.: | FY 2016 Request
FUNCTION: CSI | Function No.: | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03** Title: **Institutional Researcher** Priority Ranking 3 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$76,000				$76,000
2. Benefits	27,000				27,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$103,000				$103,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
TOTAL OPERATING EXPENDITURES:	$5,000				$5,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$2,000				$2,000
TOTAL CAPITAL OUTLAY:	$2,000				$2,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$110,000				$110,000

Supports institution/agency and Board strategic plans:

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

Performance Measure:

1. Through the use of data analysis and continued participation with the Idaho State Board of Education, relevant, reliable, comparable data will be used in making management decisions. CSI will be able to participate in providing reports and data required by various entities.

Description:
The College of Southern Idaho currently has two part time staff assigned to institutional research and reporting. In addition to traditional on-going ad hoc, IPEDS and administrative management reports, we have added reporting for the statewide longitudinal data system, the community college Voluntary Framework for Accountability, Complete College America, new Northwest Accreditation core standards and the Student Success Initiative. The staff is also responsible for Institutional Profile Report, a 150 page book of current as compared to historical data, charts and graphs specifically for CSI, which is completed every two years.
In addition to reporting, there is a growing emphasis by the Idaho State Board of Education for institutional research staff to participate in state and national conferences. We are also experiencing a movement towards analytics for predictive data and efficiencies. Analytics can provide valuable data but it is time intensive.
Two part time people cannot keep up with this workload.
This request is for funding to hire one full time institutional researcher to assist our two part time staff. This position will provide consistent support to our existing staff along with improving the process of getting needed reports for evaluation and decision making.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   A full time institutional researcher position is being requested to assist in addressing the overwhelming amount of reporting and data analysis required both internally and externally.
   Currently, we have two part time staff doing institutional research. The Dean of Instructional Technology spends part of his time on research and the remaining time supervising all network, hardware, web, telephone and telecommunication systems. This involves oversight of approximately 24 staff members. A research specialist who also does all ad hoc reporting for our Student Services and Business Office departments is also involved in institutional research.
   The total of $104,400 is currently being spent in this area.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      1.0 FTE, Institutional Researcher, $76,000, Full Time, Full Benefits, Hire Date of July 1, 2015, 12 month contract
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      The new institutional researcher will report to the Dean of Technology. The existing two part time staff performing institutional research will share duties with the new position with the work being divided between them.
   c. List any additional operating funds and capital items needed.

We are requesting $2,000 for a high functioning computer and the applicable software.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   The entire request is from the General Fund. The $2,000 for the computer and software is a one-time start up equipment purchase. Replacement equipment will be from institutional funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   The College is the prime entity being served through the utilization of data to make good decisions to efficiently provide services to students.
   If this request is not funded, we will have to prioritize what we can do with the existing staff. This may mean not participating in various programs, data reporting and state sponsored events.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   This is the first year of this request. The FY 2016 line items prioritized higher were not a part of a prior year request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Community Colleges	Agency No.: 505	FY 2016 Request
FUNCTION: NIC	Function No.: 06	Page ___ of __ Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01** Title: **Supporting Complete College Idaho** Priority Ranking 1 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	15.0				15.0
PERSONNEL COSTS:					
1. Salaries	$600,000				$600,000
2. Benefits	184,000				184,000
3. Group Position Funding	50,000				50,000
TOTAL PERSONNEL COSTS:	$834,000				$834,000
OPERATING EXPENDITURES **by summary object:**					
5. Travel	$21,000				$30,000
6. Operating Supplies	50,000				30,000
7. Faculty Professional Develop.	80,000				80,000
TOTAL OPERATING EXPENDITURES:	$151,000				$151,000
CAPITAL OUTLAY **by summary object:**					
1. Desktop Computers	$15,000				$15,000
TOTAL CAPITAL OUTLAY:	$15,000				$15,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$1,000,000				$1,000,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective B

Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation in Idaho's educational system.

Performance Measure:

1. Increase retention in degree and certificate programs at North Idaho College from 54% (the 3 year average of Fall09 to Fall11) to 63%
2. Increase percentage of new students at North Idaho College who are awarded a degree or certificate from the current 20.8%.
3. Increase percentage of career program completers employed in related field from 54.9% to 65%.

The above performance measures are in support of SBOE benchmarks

1. Attain a 75% new full time student return rate for the second year in Idaho community colleges.
2. Attain 20% of head count for post-secondary unduplicated awards for certificates requiring one academic year or more of study.

Description:

The Idaho State Board of Education (SBOE) has set a goal of 60% of all Idahoans between the ages of 25 and 34 receiving post-secondary education or training in order to meet today's needs in the workforce. The JA and Kathryn Albertsons Foundation has also strongly supported post- secondary education through their funding initiatives and "Go On" programs.

Though bachelor's and graduate degrees are important, the community colleges feel very strongly that these goals can only be met through a combination of associate degrees, professional technical education, certificates and customized workforce training.

The proposed model is based upon successful pilot programs funded by short term grants at our institutions and proven programs successfully implemented throughout the nation. This model, based in part on Complete College Idaho, is one of career counseling, guided pathways for success (GPS), mandatory orientation, intensive and intrusive advising, redesigned remedial courses, continuous follow up and expanded tutoring. It is high touch and highly successful. From a student's perspective, it requires a significant amount of effort for a shorter period of time and a much greater probability of success.

Each institution is at a different point in implementing programs to increase student success and therefore will have different needs. The funding distribution for this request is based upon each institution's academic FTE as reported to the Idaho State Board of Education.

The following outlines the needs of each institution:

North Idaho College

1. Coordinator Retention/Completion: 1 FTE ($60,000 salary plus $20,000 benefits), $2,500 operating expense and $1,500 equipment. = $84,500

   A Coordinator for Retention/Completion will help to manage, develop and implement retention strategies to support student cohorts, and will help develop measurable goals to enhance student progress to degree completion. In addition to closely tracking student progress, the coordinator will assist with developing reports and will work with campus leaders to plan and provide support for broader campus retention efforts. The Coordinator will support instructional efforts to help sustain several grant-funded programs. This position will assist students with student services needs as they enter programs, track and aid students through their programs, and provide employment assistance as they complete programs.

2. Advising Staff: 4 FTE ($45,000 salary plus benefits = $60,000) = $240,000 plus $8,000 in operating expenses and $6,000 in capital outlay = $254,000

   We have has a very successful pilot program with funding from the J.A. and Kathryn Albertsons Foundation (JKAF). This pilot program targeted at-risk students (i.e. minority, first generation college, underprepared and economically disadvantaged). Based upon the pilot program results and with assistance from our existing advising staff, we would implement intrusive advising with a case management model. In addition to staff, operating expenses include travel and training and capital outlay includes computers and some office furniture.

3. Summer Remediation Program: 3 FTE ($45,000 salary plus benefits = $45,000) = $180,000, plus $6,000 equipment and $4,500 operating expenses = $190,500

   The new staff would be supplemented by existing faculty in the establishment of an open laboratory type setting with computerized developmental coursework for math and English. The year round labs would be staffed by trained instructional staff to monitor and assist each student in completing coursework at his or her own pace.

4. Transition Coordinator: 1 FTE ($45,000 plus benefits = $60,000), plus $2,500 operating expenses and $1,500 equipment = $64,000

   A Transition Coordinator position will work closely with recruiting and admissions staff to help students transition from secondary to post-secondary programs. The Transition Coordinator will provide pathways coaching, will assist students in navigating through admissions and financial aid requirements, and will aid students with their education plans. Integrating the sometimes overwhelming admissions process with early advising ensures a smooth transition for students and a clear path toward timely completion of their program of study.

5. Support for Faculty Engagement in Intrusive Advising: 5 FTE (part time and adjunct faculty) plus benefits = $144,000

   The college has successfully implemented Intrusive Advising for at-risk students but has only been able to implement it on a small scale. Since faculty are often the first and most important point of contact for new students, they are in a position to recognize the early signs of an “at-risk” student such as sudden non-attendance or sudden failure to turn in work. Frequent faculty-student contact in and out of the classroom is the most important factor in student motivation and involvement. By providing support for faculty engagement in intrusive advising, the college can identify at-risk students early in their program thereby moving a greater number of students toward completion.

6. Faculty Professional Development: $80,000 operating expense

   Several faculty-driven curriculum process changes are underway at NIC as a result of the state-wide General Education Reform (GEM) initiative,

and the adoption of the Guided Pathways approach to reducing time to graduation. The need for professional development for faculty is great so that the work continues toward identifying an explicit core with shared learning outcomes that clearly guides students toward their educational goals. NIC has begun work to review and implement a redesigned core that will not simply generate more degrees, but will generate quality degrees, and to both collect and use assessment data to make core course improvements.

7. Expansion of Quality Matters: 1 FTE ($60,000 plus benefits = $80,000), plus $50,000 in instructional stipends, $52,000 operating expenses and $1,500 in equipment = $183,500

   The Quality Matters project at NIC is aimed at creating a continuous improvement process for assuring the quality of online instruction. The project will involve faculty, instructional designers, and staff in best practices in instructional design. The project will help to systematically ensure the quality and consistency of NIC's online courses resulting in greater success rates for online students.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The request is for funding to develop a comprehensive approach to postsecondary educational services for all students. The approach involves the investment of resources on the front end of a student's educational experience in order to increase program completion at the most economical price possible. Job coaching, recruitment, orientation, placement, advising, registration and follow up services are all significantly enhanced through this proposal.

   The primary purpose of this request is to not only increase completion rates for all programs, but also to increase the number of students participating in post-secondary training. This is a direct response to both the Idaho State Board of Education 60% goal and the JA and Kathryn Albertson "Go On" campaign.

   The base funding for salaries and benefits for the existing staffing includes six advisors and advising Director totaling is $338,700. This amount is in the NIC general fund. We also have two positions funded by the Albertson's grant in the amount of $93,000. This is grant funding.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      1.0 FTE – Transition Coordinator $45,000, full time with benefits at $15,000. Anticipated hire date 7/1/16. 12 month employee.

      1.0 FTE Coordinator Retention/Completion $60,000, full time with benefits at $20,000. Anticipated hire date 7/1/16. 12 month employee

5.0 FTE Faculty/Adjunct Faculty Advisors 150 stipends at $800/credit. Taxes and retirement only benefits. Anticipated hire date 8/15/16
1.0 FTE Instructional Designer $60,000, full time with benefits at $20,000. Anticipated hire date 7/1/16. 12 month contract.
0.0 FTE Faculty/Adjunct Faculty Training Stipends, $500/faculty member for 100 faculty, taxes and retirement only. Hire Date of August 1, 2016
4.0 FTE Advising Staff $45,000, full time with benefits at $15,000. Anticipated hire date 7/1/16. 12 month contract
3.0 FTE Advising Staff $45,000, full time with benefits at $15,000. Anticipated hire date 7/1/16. 12 month contract

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   The existing NIC advising and instructional staff will train with and support these initiatives. There are already staff and faculty interested in and piloting these programs.

c. List any additional operating funds and capital items needed.

   We are requesting $80,000 in professional development funds for instructional personnel to help the college with general education reform and to design better methods for collecting, utilizing, and sharing student learning outcomes assessment data. This work will guide students toward their educational goals.
   We are requesting $15,000 for computers for the new staff in this request as well as for office furniture.
   We are requesting $10,000 travel funds for the advising staff for professional development and collaboration with other institutions concerning best practices.
   We are requesting $11,000 in travel, $20,000 in supplies and $30,000 for training and professional development for our instructional designer position. The travel is to ensure that our instructional designer and selected lead staff stay current on best practices. The $20,000 is for providing supplies and training materials to the faculty being instructed in the new methods. The $30,000 for professional development is to expose our faculty to innovative instruction. This will involve speakers, travel, webinars and direct instruction.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   The entire request is for General Funds. The $15,000 for desktop computers and furniture is a one-time start-up equipment purchase. Replacement computers will be funded from institutional funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

This request is to improve the services we provide to students to ensure they are successful in their post-secondary experience. As noted in our Performance Measures, we expect to see more students, to serve them better and to increase completion rates.
If this request is not funded, we will continue to run pilot programs serving small groups of students. This will refine the development of programs but it will not have a major effect on increasing enrollments and completion rates.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   This is the first year for this request.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Community Colleges Agency No.: 501 FY 2016 Request
FUNCTION: NIC Function No.: 02 Page ___ of __ Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Data System Analyst/Developer**			Priority Ranking 2 of 4	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	$78,500				$78,500
2. Benefits	26,000				26,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$104,500				$104,500
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
TOTAL OPERATING EXPENDITURES:	$5,000				$5,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,000				$3,000
TOTAL CAPITAL OUTLAY:	$3,000				$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$112,500				$112,500

Supports institution/agency and Board strategic plans:

Goal 3, Objective B: Data Informed Decision Making – increase the quality, thoroughness and accessibility of data for informed decision-making and continuous improvement of Idaho's educational system.

Description:
The demand for more information to support regulatory compliance, strategic data driven decision making, ad-hoc and operational reporting needs is ever increasing. Renewed emphasis and institutional commitment and priority need to be given in the area of data development. An additional staff position in Information Technology will enable the College to markedly improve reporting and information analytics.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      1 FTE Data Analyst/Developer, $78,500 salary full time with benefits at $26,000. Anticipated hired date 7/1/16. 12 month contract.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      No resources will be redirected. Existing operations will improve quality and availability of reporting to campus and constituents.
   c. List any additional operating funds and capital items needed.
      $5,000 for travel to training and meetings with other schools. $3,000 one-time funds for a desktop computer and office furniture.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   Funding request is for state general funds. $3,000 is for one time capital items (computer and office furniture).

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Since 2006, Information Technology has partnered with the Office of Institutional Effectiveness to develop an institutional reporting capability including a centralized, data-mart reporting environment. This environment utilizes Microsoft technologies and reporting tools that came at no additional cost to the institution due to our existing campus license agreement with Microsoft.

   Leveraging the Microsoft Business Intelligence suite of tools will pay great dividends to North Idaho College. The Developer position will not only assist and support the existing Information Center staff and data analysts but will further extend the college's ability to complete current information initiatives and address new analytics initiatives, taking the data mart reporting platform to a new level

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

AGENCY: Community Colleges | Agency No.: | FY 2016 Request
FUNCTION: NIC | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03** Title: Security Measures Priority Ranking 3 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 2 Officers					
1. Salaries	$64,000				$64,000
2. Benefits	16,000				16,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$80,000				$80,000
OPERATING EXPENDITURES: Establish M & O budget:					
Security Training	$15,000				
TOTAL OPERATING EXPENDITURES:	$15,000				$15,000
CAPITAL OUTLAY **by summary object:**					
Exterior Campus Surveillance System: Network Storage, ($35,000); Entrance/Exit Cameras, ($84,000); Parking lot Cameras, ($40,000); License, ($10,000); Installation, ($16,000)	$185,000				$185,000
Electronic Access Controls for Departmental/Building Zone Security: 50 doors at $5,000 per door.	250,000				250,000
Internal Electronic Access controls: Upgrade to current system to allow classrooms with electronic locks to be locked down from within.	90,000				90,000
TOTAL CAPITAL OUTLAY:	$525,000				$525,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$620,000				$620,000

Supports institution/agency and Board strategic plans:

Performance Measures:

Narrative Support: Since the passing of SB 1254, allowing concealed weapons on campus, the safety of our college campuses have come into question. Increased training and personnel within our campus security department along with the installation of surveillance cameras and expanding the capability for securing areas of campus through electronic access will serve to make our campus safer.

Description: Enhancing the capabilities of our campus security by providing an increased visual presence and ability to respond to multiple calls will better serve our students, employees, and visitors.

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Questions:

1. What is being requested and why?
   Increased security personnel, campus wide exterior surveillance system, and enhanced electronic access controls. These 3 components will serve to improve the safety of our campus for students, employees, and visitors.

2. What is the agency staffing level for this activity and how much funding by source is in the base?
   We are requesting 2 full-time, benefitted staff positions. 100% of the funding for this position is base.

3. What resources are necessary to implement this request

4. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   All anticipated expenditures would be state general funds. $540,000 would be one-time funds for capital purchases.

5. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted

   Students, employees, and visitors to the North Idaho College campus will experience a more safe and secure environment. If this request is not funded, we will not be able to provide the enhanced level of safety and security we hope for.

6. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   Line items from prior year budget requests have either been funded or are a lower priority within the North Idaho College mission and strategic plan .

AGENCY: North Idaho College | Agency No.: | FY 2016 Request
FUNCTION: Education | Function No.: 02 | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.04** Title: Electronic and Information Technology Coordinator (ADA) Priority Ranking 4 of 4

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	$42,000				$42,000
2. Benefits	17,700				17,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$59,700				$59,700
OPERATING EXPENDITURES: Establish M & O budget:					
Office remodel in Seiter Hall, computer, and equipment	$12,000				$12,000
Electronic Information Technology and Assistive Technology Conferences, staff development and association memberships	10,000				10,000
TOTAL OPERATING EXPENDITURES:	$22,000				$22,000
CAPITAL OUTLAY **by summary object:** Network, Software, and other system compliance: HiSoftware Compliance Sheriff for Web Content Compliance Automation, ($32,000); Campus-Wide Speech to Text Software Licensing Software Read/Write Gold ($12,000); Transcription Costs for Video and Film Captioning ($18,000)	$62,000				$62,000
Hardware Compliance: Access Kiosk Computer Replacements ($18,000); Student Disability Multimedia Computer Stations upgrades for 7 sites ($21,000); Blind and Visually Impaired Assistive Technology Lab to include 3-D printing for Tactile accommodation ($15,000).	54,000				54,000
TOTAL CAPITAL OUTLAY:	$116,000				$116,000
GRAND TOTAL	$197,700				$197,700

Supports institution/agency and Board strategic plans:

Performance Measures:
Performance objectives and measures will be defined in the North Idaho College Electronic and Information Technology (EIT) Policy and Procedure.

Description:
The U.S. Department of Education, Office for Civil Rights is widely publicizing the recent May 4, 2012 University of Montana EIT compliance complaint against the institution. The Office for Civil Rights is reminding all post-secondary institutions that the remedial actions against the University of Montana should be viewed as a template to ensure colleges are in compliance with EIT requirements and standards. After reviewing the Department of Education, Office for Civil Rights Resolution Agreement with the University of Montana, NIC has recognized the need to designate/hire an Electronic and Information Technology (EIT) coordinator, develop an EIT Policy and Procedure, audit all college electronic systems for accessibility compliance, and develop a priority list to begin addressing deficit areas. NIC has already identified several deficit areas through past audit activity including the need to install web content compliance software, purchase a campus wide licensing for text to speech software system, upgrade computer kiosks, information stations, copiers, learning management systems including classroom technology and multimedia, phone systems, and also provide captioning of videos and film content to ensure accessibility for students with disabilities is adequately addressed. Additionally the EIT Coordinator would be responsible for identifying additional funding sources and grants to ensure continued electronic and information tech compliance across all NIC campuses and platforms.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   It is critical for North Idaho College to fully meet federal EIT compliance and in order to do so, both staff and capital outlay resources must be established and maintained. North Idaho College is requesting funds to expand and further develop its Electronic and Information Technology (EIT) compliance to ensure NIC systems are fully accessible for individuals with disabilities. In order to meet compliance standards, NIC must develop an EIT Accessibility Policy and Procedures, designate an EIT Coordinator who has the responsibility and commensurate authority to coordinate the College's Accessibility Policy and Procedures, perform an audit of EIT applicable systems at NIC, prioritize deficient systems, and then implement enhancement and corrective action to ensure EIT compliance. In addition to requesting base funding for an EIT coordinator position, several large scale EIT systems expenditures are also being recommended as part of this request.

   Salary request for 1 full-time, benefitted staff position. 100% of the funding for this position is base.

Request funding for EIT upgrades and improvements which may include the following: website accessibility and website document compliance monitoring software; video and media accessibility and captioning capability; office equipment, copier and fax machine accessibility upgrades; information kiosks, ATM, and ancillary equipment upgrades; learning management system upgrades. 25% of the request is base to ensure ongoing accessibility systems upgrade and compliance.

2. What resources are necessary to implement this request?

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   The entire request is from the General fund. $116,000 is one time capital expenditure. Replacement, maintenance and future license renewal would be funded from other sources.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted.

   Students with documented disabilities, as defined by Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and the regulations that implement those statues at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, from the five northern counties and served by North Idaho College will be legally served through the implementation of the EIT coordinator and applicable systems management and upgrades.
   If not funded, colleges risk a similar response by the U.S. Department of Education, Office for Civil Rights as was taken against the University of Montana. Preventative and incremental adequately funded EIT adaptation towards compliance, guided by policy and procedures and facilitated by an EIT Coordinator, is preferred as opposed to immediate OCR sanction which may result in costly and immediately intervention.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A. There have been no prior requests for an EIT Coordinator position or EIT system improvements and enhancements.

   Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Community Colleges	Agency No.: 505	FY 2016 Request
FUNCTION: College of Western Idaho	Function No.: 07	Page ___ of __ Pages
ACTIVITY: Instructional Support	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **COMPLETE COLLEGE IDAHO/60%**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	5.0				5.0
PERSONNEL COSTS:					
1. Salaries	$236,600				$236,600
2. Benefits	106,200				106,200
3. Faculty training stipends	18,000				18,000
TOTAL PERSONNEL COSTS:	$360,800				$360,800
OPERATING EXPENDITURES **by summary object:**					
1. Travel (professional development)	$20,000				$20,000
2. Computers	6,000				6,000
3. Software	510,000				510,000
4. e-Campus	100,000				100,000
TOTAL OPERATING EXPENDITURES:	$636,000				$636,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	**$996,800**				**$996,800**

Supports institution/agency and Board strategic plans:

<u>Idaho SBOE Goal 1, Objective B</u>

GOAL 1: A WELL EDUCATED CITIZENRY *The educational system will provide opportunities for individual advancement.*
Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Performance Measure:

CWI Goal 1, Objectives 1 and 3

Institutional Priority 1: Student Success -- *CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals).CWI will develop educational pathways and services to improve accessibility*

Objective 1: *CWI will improve student retention and persistence*

Performance Measure: *Semester-to-Semester Persistence rates will meet or exceed 80% by 2019*

Objective 3: *CWI will provide support services that improve student success*

Performance Measure: *Persistence Rate first to second semester of enrollment for 1st time college attenders will meet or exceed 77% by 2019.*

Description:

1. General Education Coordinator $50,500 salary plus benefits = $71,655; Credit for Prior Learning Coordinator $50,500 plus benefits = $71,655; Functional Analyst $45,600 plus benefits $65,726; OE $68,600 = **$277,636**

   The State Board of Education recently approved a new General Education framework for Idaho post-secondary institutions to provide greater consistency and transferability among all public higher education institutions. This 36 credit framework represents a significant milestone for degree-seeking students. Currently, students completing this course of study are not awarded a formal certificate of completion and therefore are not counted towards the 60% goal. A general education academic certificate will allow the state of Idaho to formally acknowledge this milestone and capture these students in the count towards the 60% goal. CWI hopes to create such a certificate of completion. We believe this will not only significantly contribute to 60% of Idahoans, age 25 to 34, attaining a degree or certificate by 2020, such a certificate will provide dual credit students a goal of achievement prior to high school graduation (which they can transfer seamlessly to any of Idaho's public postsecondary institutions). In addition, an academic certificate will provide college students a sense of achievement and renewed motivation on their pathway to degree completion. An academic certificate for general education completers is also significant to business and industry. In a 2013 workforce study conducted by Hart Research Associates, 95% of employers "put a priority on hiring people with the intellectual and interpersonal skills that will help them contribute to innovation in the workplace" and 95% of employers say that "a candidate's demonstrated capacity to think critically, communicate clearly, and solve complex problems is more important than their undergraduate major." CWI will utilize e-portfolios to assess our general education program—students will contribute "signature assignments" to

demonstrate their knowledge, skills, and abilities. The intention of the portfolio, beyond programmatic assessment, is to provide students with artifacts and documentation to aid transfer, scholarship applications, honors program transfer, or employment opportunities. The General Education Coordinator will promote the general education academic certificate, act as a liaison between Academic Affairs and the Registrar to oversee academic certificate completion, act as a liaison to Advising to coordinate ongoing degree completion planning for students earning an academic certificate, and will be responsible for coordinating general education program assessment. CWI is also requesting a Functional Analyst to assist in all data collection, analysis, and reporting related to Complete College Idaho initiatives, including general education reform, transforming remediation, and strengthening advising. A Coordinator of Credit for Prior Learning will assist students in aligning prior experience with course competencies. Students may be granted credit for relevant experience commensurate with coursework, thereby shortening time to degree.

2. Student Success Course: 2 FTE $90,000 plus benefits = $130,000; faculty training $18,000 plus benefits = $21,780; $7400 in OE = **$159,180**.

   To align with the Complete College Idaho key strategy of Structuring Student Success, CWI has developed a first semester student success course with thoughtful intent to connect students with the institution, faculty and staff, support services, one another, and with themselves as college-level learners. Connecting with Ideas is a course designed for new degree-seeking students and is a required component of the reformed General Education framework. CWI requests two full-time faculty leads to implement the new curriculum; coordinate monitoring, assessment, and reporting related to this cornerstone course; as well as to provide training and maintain a professional learning community for up to 30 adjunct and full-time faculty who will be teaching the course at multiple campus locations. This course is designed to help students become engaged members of the academic community at College of Western Idaho and cultivate the habits of mind for lifelong achievement and success by encouraging students to claim their education through learning how to learn. This course addresses academic expectations and strategies, introduces students to college resources and services, financial literacy, and encourages personal responsibility and engagement in an effort to prepare students for navigating college life and life beyond college. CWI recognizes the need to provide a transitional, college-readiness course in order to create the level of institutional connection that is critical to retention, persistence, student success.

3. Study Plan: Ellucian software, OE = **$55,000**

   In an effort to advise students more effectively, CWI requests funding to implement a study plan tool within our current enrollment system, Ellucian. This tool will interface with degree audit and allow students and advisors to establish a degree plan to clearly define the students' pathway to a degree goal. Having this

information in a format that allows for early verification and ongoing advising and registration support will allow students to keep sight of their goals, plan accordingly, and improve time to degree by reducing miscalculations of academic requirements or course availability.

4. Recruiter: Ellucian software, OE **$255,000**

   Ellucian Recruiter is advanced student recruitment and enrollment management software that provides insight into your prospect pool, using enrollment probability and predictive modeling to help you identify your ideal prospects. With Ellucian Recruiter, you have the ability to personalize your message to each prospect, with tools to ensure the message gets delivered the way they've said they want to hear from you. This tool will be especially valuable for outreach to high schools and to prospective student lists. Recruiter allows prospective students access to an online portal to initiate and track their application process, connect with advisors and receive information from the institution at relevant intervals throughout the process (including financial aid, assessment and placement, access to class schedules, etc.). CWI aims to improve the efficiency and ease of transitioning to the college. Capturing prospective students by improving accessibility helps strengthen the pipeline from secondary to post-secondary, and from the workforce to college.

5. Student Success: Ellucian software, OE **$150,000**

   Ellucian Student Success CRM is a comprehensive set of tools focused on advancing student engagement, increasing retention, and measuring progress towards educational success. This solution connects the campus with student-centric services, processes, insights, and technology to help every student stay on track to graduate. Ellucian Student Success CRM helps institutions:
   - Provide seamless, accessible, and easy to use systems and processes that clear pathways and remove unnecessary friction
   - Detect problems early by monitoring student predicators, events, and behavior that indicate when a student is struggling.
   - Engage students with personal and timely communications that help them become a meaningful part of the campus community
   - Use insightful analytics to make the most of the data institutions already have

6. E-Campus Support Services: **$100,000**

   CWI provides robust online instruction, and is currently planning a build-out of student support services online including advising, tutoring, and IT support. These services are critical to our mission of accessibility and creating learning opportunities for all students. Online retention is traditionally lower than traditional classroom delivery, but retention can be improved if the appropriate co-instructional support is available to online students.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The request is for funding to enhance our service to prospective students and current students alike, regardless of their academic background or goals. This funding will allow CWI to provide support and outreach services to potential students, with emphasis on accessibility and ease of navigation. This will also serve enrolled students by providing instructional enhancements that engage students in the learning process, set them up for academic success by providing a course specifically designed to connect students to the college, provide relevance to their future academic and work careers, and provide resources and pathways to reduce time to degree.
   CWI will utilize current staffing, outside of the following FTE requests, to implement the projects listed herein.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      1.0 FTE General Education Coordinator, $50,500, Full Time, Full Time Benefits @ $21,155, Hire Date of July 1, 2015, 12 month.
      1.0 FTE Credit for Prior Learning Coordinator, $50,500, Full Time, Full Time Benefits @ $21,155, Hire Date of July 1, 2015, 12 month.
      1.0 FTE Functional Analyst, $45,600, Full Time, Full Time Benefits @ $20,126, Hire Date of July 1, 2015, 12 month.
      2.0 FTE Faculty, $45,000, Full Time, Full Benefits @ $20,000, Hire Date of July 1, 2015, 9 month contract
      Faculty training stipends, $18,000, Full and Part Time, 30 faculty @ 20 hours *$30/hour, Benefits @ $3780.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      With the transition to the new general education framework, the human resources CWI currently allocates to teach elective core offerings will soon be reallocated to other competency areas, including the cornerstone course (Connecting with Ideas). CWI will utilize current IT staff to assist in implementation of e-portfolios and Ellucian software. CWI will utilize current online and support staff to build out online student support services.

   c. List any additional operating funds and capital items needed.

      We are requesting $20,000 in travel funds to assist in the professional development of faculty and coordinator positions.
      We are requesting $6000 for computers for new position requests.

We are requesting $50,000 for software product and implementation of e-portfolio system for all General Education students.
We are requesting $460,000 in Ellucian software products (Study Plan, Student Success, and Recruiter) to aid prospective and current students in their admissions process and pathway to degree.
We are requesting $100,000 to assist in the build out of online student support services.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   All funds requested are State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   All degree-seeking students, online and face-to-face, will be served by this request. The expected impacts are an improved rate of persistence from first to second semester and a higher rate degree completion. We believe these projects will create a much stronger connection between the student and the College of Western Idaho. Forging that connection by providing the additional support and services, along with creating an engaging and meaningful experience, is critical to our retention and completion efforts.

   If this request is not funded, we will continue to transition prospective students to enrolled students, as well as assist current students in academic planning as efficiently as possible. We will seek other revenue sources to assist our transition to the new statewide general education core, but may need to find alternative methods of assessment and ways to provide relevant meaning to students without implementation of e-portfolios. We will continue to build out online support services, perhaps at a decelerated rate. Overall, maintaining our current will not have a major effect on increasing enrollments, retention, and completion rates.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   The top two Line Item requests for FY 2015, Occupancy for Micron Center and nursing staff support, were both funded in the Community College appropriation. The other three Line Item requests, not recommended by the Governor, have been determined to be lesser priorities than providing comprehensive services to all students to assist with remediation and retention.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Community Colleges | Agency No.: 505 | FY 2016 Request
FUNCTION: College of Western Idaho | Function No.: 07 | Page ___ of __ Pages
ACTIVITY: Academic Support | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **MATH LEARNING LAB** Priority Ranking 2 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	2.00				2.00
PERSONNEL COSTS:					
1. Salaries					
Director (Ada Campus)	$62,000				62,000
Site Coordinator (Nampa)	56,000				56,000
2. Benefits	45,900				45,900
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$163,900				163,900
OPERATING EXPENDITURES **by summary object:**					
1. Check in system (2)	$6,000				6,000
TOTAL OPERATING EXPENDITURES:	$6,000				6,000
CAPITAL OUTLAY **by summary object:**					
1. Student workstations (180)	$144,000				144,000
2. Computers (182)	218,400				218,400
3. Director work station (1)	1,500				1,500
4. Coordinator work stations (1)	1,200				1,200
TOTAL CAPITAL OUTLAY:	$365,100				365,100
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$535,000				$535,000

Supports institution/agency and Board strategic plans:

<u>Idaho SBOE Goal 1, Objective B</u>

GOAL 1: A WELL EDUCATED CITIZENRY *The educational system will provide opportunities for individual advancement.*
Objective B: Higher Level of Educational Attainment – Increase the educational attainment of all Idahoans through participation and retention in Idaho's educational system.

Performance Measure:
Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount)
Benchmark: 20% for 2-year institutions

CWI Goal 1, Objectives 1 and 4

Institutional Priority 1: Student Success -- *CWI values its students and is committed to supporting their success (in reaching their educational and/or career goals).CWI will develop educational pathways and services to improve accessibility*

Objective 1: *CWI will improve student retention and persistence*

Performance Measure: *Course Completion rates will meet or exceed 80% by 2019*

Objective 4: *CWI will develop educational pathways and services to improve accessibility*

Performance Measure: *By 2019, 60% of Students who complete college prep coursework will earn a C or better in the corresponding gateway course*

Description:
To address the Complete College Idaho (CCI) key strategy of Transforming Remediation, CWI has designed a new delivery system for college preparatory math. Rather than offering a sequence of college-preparatory courses as is the current practice, CWI will offer college-preparatory mathematics in a learning-lab setting staffed by qualified instructors.
"The problem with remediation starts with the current placement assessments and their failure to provide postsecondary institutions with the appropriate information necessary to determine both a student's knowledge and abilities" (Complete College Idaho, 2012, p.11). The Math Learning Lab model will incorporate measures for assessment beyond standardized cut scores, including specialized diagnostic assessments of each student's mathematical knowledge and skills. This diagnostic measure will provide *individualized learning plans* that allow students to focus only on the curriculum they need in a modular, self-paced format with individual monitoring and just-in-time instruction.
The Math Learning Lab model aligns with the Board's strategic objective of increasing educational attainment through participation and retention in Idaho's educational system. Of CWI students placed in the remediation pipeline, fewer than half persist to a college-level math course. This model is designed to move students more quickly into a college-level math course by focusing instruction only on areas of need, thus saving the students money, eliminating the "stop-out" points that exist within the current remediation ladder of sequential courses, and accelerating time to degree. This model also aligns with CWI's strategic initiative of student success by creating a pathway for remediation that will support course-level retention and bolster persistence to and

success in college-level courses for students who are initially placed in pre-college mathematics.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   CWI requests funding for two Math Learning Labs to be located on the Nampa and Ada campuses. Labs will include 90 student workstations (180 total), including data infrastructure, which will serve 1200 underprepared math students at each location. Two FTE, Director of Math Learning Lab and Nampa Site Coordinator, are included in the request, along with workstations and computers for each. Technology and infrastructure are critical to the design of the lab. Students will utilize specialized software for diagnostic assessment, module testing, and daily homework (including online tutorials) related to their individualized study plans.

   Current personnel budget for 45 adjunct faculty teaching approximately 200 sections of pre-college math is approximately $590,000. With the new delivery model, adjunct faculty will transition to instructional lab staff and budget will be reallocated to fund part-time staffing in the new model. Full-time faculty will also participate in lab-based instruction.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Two full-time positions are requested to manage and coordinate the Math Learning Labs at Ada Campus and Nampa Campus:
      Director, Math Learning Lab, Ada Campus; $62,000 salary, plus $23,570 benefits, total $85,570; full-time; January 2015 date of hire, 12 month term.
      Site Coordinator, Math Learning Lab, Nampa Campus; $56,000 salary, plus $22,310 benefits, total $78,310; full-time; May 2015 date of hire, 12 month term.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Approximately 200 sections of pre-college math courses will be eliminated and reformatted into the Math Learning Lab model; 45 adjunct faculty will be retrained and reassigned as instructional methodology will transition from traditional delivery to a needs-based, individualized instructional approach. CWI anticipates utilizing our current full-time and adjunct faculty to deliver instruction.

   c. List any additional operating funds and capital items needed.

      180 student workstations, $800/unit (including data), total $144,000.

182 computers (180 student, 1 director, 1 coordinator), $1,200/unit, total $218,400
1 director workstation, $1,500
1 coordinator workstation, $1,200
2 check-in systems, $3000/unit, total $6,000

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   All funds requested are State General Funds.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   According to CCI (2012), "Of first-time, full-time students who enrolled in a 2-year Idaho postsecondary institution, nearly 67% were identified as needing remediation. Of students who have been away from high school for more than a year, 46% were identified by Idaho postsecondary institutions as needing remedial services" (p. 11). Underprepared students in mathematics is the primary population served by this request. The Office of the State Board has set a date of Fall 2015 for full implementation of transformed remediation delivery. The impact of this request will allow CWI to implement a nationally-recognized model that has demonstrated and documented success of improving student retention, persistence, and success. CWI will be seeking additional external funding sources for the Math Learning Labs. If this request is not funded, CWI may need to reassess the timeline for implementation which will impact students' ability to benefit from an accelerated preparation.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   The top two Line Item requests for FY 2015, Occupancy for Micron Center and nursing staff support, were both funded in the Community College appropriation. The other three Line Item requests, not recommended by the Governor, have been determined to be lesser priorities than providing comprehensive services to all students to assist with mathematics remediation and retention.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Community Colleges	Agency No.: 505	FY 2016 Request
FUNCTION: College of Western Idaho	Function No.: 07	Page ___ of __ Pages
ACTIVITY: Student and Staff Safety	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03**	Title: **WEAPONS ON CAMPUS**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Contract police officers 2. Vehicles 3. Training, equipment, etc.	$172,900 60,000 12,100				$172,900 60,000 12,100
TOTAL OPERATING EXPENDITURES:	$245,000				$245,000
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$245,000				$245,000

Supports institution/agency and Board strategic plans:

<u>Idaho SBOE Goal 1, Objectives A</u>

GOAL 1: A WELL EDUCATED CITIZENRY *The educational system will provide opportunities for individual advancement.*
Objective A: Access – Set policy and advocate for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.
Performance Measure:

<u>CWI Goal 1, Objectives 1; Goal 2, Objective 1</u>

Institutional Priority 1: Structure Student Success – *The College of Western Idaho will implement a variety of programs to foster students' success in reaching their educational and/or career goals.*

Objective 1: *CWI will be actively involved in college readiness efforts that prepare students for success.*

Performance Measure: *Promote and publicize the positive financial and personal benefits of earning a degree or certificate from a community college.*

Institutional Priority 2: Develop Systems to Support Faculty and Staff – *The College of Western Idaho will prioritize support for employees, which thereby maximizes student success.*

Objective 1: *Develop resource allocation guidelines to effectively deliver programs and services.*

Performance Measure:

[To be developed]

Description:

CWI will initiate a 'School Resource Officer (SRO)' type program, which would be the most economical option for armed, P.O.S.T. certified law enforcement presence. This would be the most viable direction to proceed, considering the CWI two campus concept. The SRO would have oversight of all law enforcement issues, training, security assessments, and so forth.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   CWI requests an additional $245,000 for armed police presence, as contracted from local police agencies. Currently, CWI does not employ armed police officers, either directly or by contract. The current staffing level for unarmed security is approximately 12 full time and 7 part time contract positions. CWI currently spends approximately $556,000 (FY 2014 dollars) for security (mostly for contract security staff).

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      This request includes two full-time, additional sworn police officers, contracted through a public law enforcement agency. It is estimated these positions would be in 'Police Officer III – Advanced', positions, with an hourly/annual pay rate of

$29.22/$60,778, plus benefits. These officers would be employed by a local law enforcement agency, with PERSI benefits.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
   No existing human resources would be redirected.
c. List any additional operating funds and capital items needed.
   It is estimated that approximately $72,000 would be needed for vehicles for the officers (paid to the local agency via contract), training, equipment, and related.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   Fund source is expected to be the State General Fund.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Students, faculty, staff and visitors would all be served by this request. Due to the distance between CWI locations, it has been the procedure of CWI Security to provide a presence at all locations while the buildings are occupied with students. In locations such as Aspen Creek where the building are in close proximity, CWI Security provides an officer for the entire site and the officer covers all 3 buildings and grounds. This would also be the case in any location that has multiple building, or a more traditional campus setting.
   If this request is not funded, CWI will have to make operational budgets cuts in order to adequately implement and meet the mandate of the State.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   This item has not been requested in the past.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Agricultural Research & Ext Srv | Agency No.: 514 | FY 2016 Request
FUNCTION: Agricultural Research & Extension Service | Function No.: 02 | Page 1 of 5 Pages
Original Submission _X_
ACTIVITY: | Activity No.: | or Revision No. ___

A: Decision Unit No: **12.01** Title: **Personnel and Operating Expenditures** Priority Ranking 1 of 1

DESCRIPTION	General	Dedicated	Other	Total
FULL TIME POSITIONS (FTP)	21.7			21.7
PERSONNEL COSTS:				
1. Salaries	$965,000			$965,000
2. Benefits	395,000			395,000
3. Group Position Funding	150,000			150,000
TOTAL PERSONNEL COSTS:	$1,510,000			$1,510,000
OPERATING EXPENDITURES **by summary object:**				
1. Travel				
TOTAL OPERATING EXPENDITURES:				
CAPITAL OUTLAY **by summary object:**				
1. PC and workstation				
TOTAL CAPITAL OUTLAY:				
T/B PAYMENTS:				
LUMP SUM:				
GRAND TOTAL	$1,510,000			$1,510,000

Supports institution/agency and Board strategic plans:

Goal 3, Objective A

In order to meet society's critical needs in the area of agriculture, we must build a structure to adequately support our research and extension faculty and staff. This will require human capital to form a framework to support and enhance scientific discovery, revenue generation, dissemination of knowledge, and education of our youth. This team of support will increase our ability to be successful in the exchange of knowledge and resources and have a positive impact on Idaho and beyond.

Performance Measure: Align personnel costs with strategic plan direction to achieve a balance that is sustainable and will allow the Agricultural Research and Extension Service (ARES) to move forward to achieve our goals.

ARES is severely underfunded in personnel. We have qualified faculty and support staff to conduct research and extension activities but lack the funding needed to allow them to adequately focus in their areas of expertise. With the addition of the requested new positions, adequate funding for current positions and the addition of graduate assistantships, we expect to see a direct effect on productivity and retention (longevity of employment).

Description:
The College of Agricultural and Life Sciences, its Idaho Agricultural Experiment Station and its Cooperative Extension System face a number of major program challenges in our responsibilities to serve the people of Idaho and meet the essential needs of the State's increasingly important agricultural industry. Among these challenges, several issues loom as extremely critical for Idaho's agriculture and constitute program areas for which we are inadequately invested in scientific, youth development and technological resources.
The positions identified in this request would provide a structure that would assist the University of Idaho and the College of Agricultural and Life Sciences in obtaining a more competitive position in the job market and to allow faculty and staff to be in a better position to develop competitive, productive, sustained research and extension programs. The contributions from productive research and extension programs directly benefit virtually all of Idaho's agricultural industry, communities, citizens, and stakeholders.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   We are requesting the following resources:

   Salary (3 FTE) 4-H Area Extension Educator Faculty (New positions)
   A nationwide longitudinal study conducted over an 8-year period by Tuft's University documents that youth in grades 5 to 12 who are involved in out-of-school 4-H programs excel in many areas. These include academic achievement, interest in STEM programs, civic engagement, and healthy living choices.

   Idaho 4-H engages over 56,000 Idaho youth (15% Hispanic) in various programs. The 4-H program is delivered in each Idaho county as a partnership between 4-H professionals and volunteers who focus on helping youth develop citizenship, healthy living, and STEM skills. We have grown youth enrollment from 30,272 in 2008 to 56,546 in 2013, and have increased the number of volunteers from 3,510 in 2008 to 5,062 in 2013. However, the 4-H Youth Development program is running at near capacity; to further expand youth involvement, three additional faculty positions, one for each Extension district, are needed to provide program leadership and district-wide technical support in 4-H science, healthy living and citizenship. These faculty will train volunteers and 4-H staff and will focus on

expanding partnerships and bringing additional external resources to support the 4-H program.

Investing in the UI Extension 4-H Youth Development Program aligns directly with UI's Strategic Plan (Goal 3); with UI's Core Theme of increasing engagement and its STEM initiative, and with the College of Agricultural and Life Sciences Strategic Plan to develop the "Transformative Youth Development Program of Distinction".

Salary (16.2 FTE) for Technical Support (Existing Positions)
Fully fund existing full-time technical support positions to support statewide research and extension programs. Positions are located at all Research and Extension Centers and in Moscow on the University of Idaho campus. Funding for existing full-time support staff positions was reduced to 50 percent in 2010 to meet budget reductions. This request re-establishes funding at 100 percent for full-time support staff. Support staff assist principal investigators with research and extension programs focused on developing and transferring knowledge of new, improved principles and practices that will enhance Idaho's agriculture, and improve the lives of Idaho's citizens. Principal responsibilities include supervising day-to-day operations of field, greenhouse, and laboratory aspects of programs; writing extension and research articles, reports and grant proposals, and preparing and presenting information to stakeholders. Fully funding these positions will significantly increase the productivity of research faculty who will subsequently be better able to focus on strategic areas as identified in our strategic plan as programs of distinction.

Salary (1.0 FTP) Grant Writer – Classified Staff (Level 7) New position
Enhance grant proposal competitiveness and success of College of Agricultural and Life Sciences faculty. The position will be located in Moscow on the University of Idaho campus and will have statewide responsibility in assisting faculty in identifying funding sources, and preparing and submitting grant proposals. The focus will be on grant proposals that are high value, multidisciplinary, integrated efforts that provide significant funding to College of Agricultural and Life Sciences faculty who will address research and extension needs important to Idaho's agricultural industry and Idaho's citizens. As part of the College's strategic plan, we intend to increase research and extension extramural funding from $17 million to $25 million over the next 5 years. A grant writer is essential in identifying funding opportunities and gaining efficiencies through coordination of effort or this ambitious goal will not be attainable. The enhanced extramural funding will provide direct benefits to Idaho's citizens and to agriculture by developing and transferring knowledge of new, improved principles and practices.

Salary (1.0 FTP) Web Technician – Classified Staff (Level 5) New Position
Provide web support primarily on the websites for University of Idaho Extension, which has a presence in 42 of the 44 counties, each with a separate series of

websites used to communicate to the stakeholders of that specific county. While there is a single person in each county that is trained to upload and edit information on the website, these efforts have to be coordinated and branded to appear as a cohesive unit. The Web Technician will help coordinate these efforts, provide technical support, and assure that information is readily accessible by the community and service the efforts of extension.

Salary (0.5 FTP) Marketing and Communications Manager – Classified Staff (Level 10) Partial Funding of Existing Position
As the land grant institution for the state of Idaho, it is our responsibility to not only identify problems and create solutions, but effectively communicate this to stakeholders. Although print media and websites were key to communication in the past, with advances in technology we recognize the need to expand our educational and information delivery in new ways (on-line short courses, interactive websites, blogs, social media platforms, etc.). To be successful in this arena, we must identify key personnel to coordinate these efforts across disciplines and to increase public awareness of the excellent resources CALS offers Idaho's residents. The Marketing and Communications Manager will coordinate efforts to maximize efficiencies while increasing communications to external audiences and aligning efforts with priorities in the College of Agricultural and Life Sciences as outlined in the strategic plan.

Salary Graduate Research Assistantship Stipends (7-10 New Positions)
Graduate assistantship stipends must be provided competitively (best students) and strategically (high impact research and extension projects) to faculty located at all Research and Extension Centers and in Moscow on the University of Idaho campus. Funding for State supported graduate research assistantship stipends was reduced by 50 percent in 2010 to meet budget reductions. This request supports 7 to 10 master or Ph.D. level students. Graduate students assist faculty with research and extension programs focused on developing and transferring knowledge of new, improved principles and practices that will enhance Idaho's agriculture, and improve the lives of Idaho's citizens. In addition, graduate students conduct novel research important to Idaho, and are the next generation of agricultural science trained leaders.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      See #1 above
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      We have redirected .75 FTP to our marketing and communications effort in order to develop a long range plan for marketing and communicating our success to stakeholders.

   c. List any additional operating funds and capital items needed.

N/A

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   100% of the requested $1,510,000 is recurring state general fund funding.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The citizens of Idaho, the agricultural industry, and our growing export markets will be better served through improved research and extension activities if this funding request is approved. The same constituent groups will suffer if the request is not approved.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   This request is a high priority for FY16 and will continue to be in future years due to the need to develop and disseminate information by several methods in order to reach a larger group of our stakeholders and significantly increase the opportunity for success for research and extension grant proposals submitted and awarded.

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AGENCY: Health Programs	Agency No.: 515	FY 2016 Request
FUNCTION: WWAMI	Function No.: 02	Page _1_ of 3 Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Continuation of Five Medical School Seats for WWAMI TRUST Program (Year Three of Four)**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$180,300				$180,300
LUMP SUM:					
GRAND TOTAL	$180,300				$180,300

Supports institution/agency and Board strategic plans:

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- *Performance measure*: the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per year, and the ratio of Idaho applicants per funded medical student position.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- *Performance measure*: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- *Performance measure*: the number of WWAMI rural summer training placements in Idaho each year.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- *Performance measure*: the number of WWAMI medical students completing clerkships in Idaho each year.

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- *Performance measure*: Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.

Description:

This is a request for the continuation of funding for the five Idaho TRUST (Targeted Rural Under-Served Track) students added in the FY14 Budget, who will now be continuing on into their third year of medical training in the WWAMI program at the University of Washington School of Medicine in Seattle.

The goal of the TRUST program is to provide an ongoing training connection between community workforce needs, medical education, and rural healthcare providers in Idaho. TRUST medical students will be specifically selected for their experiences and backgrounds in rural and underserved Idaho, and their commitment to returning to such communities to work as physicians where they are most needed. With a four-year curriculum that combines traditional medical training with additional classroom and clinical experiences developed around rural and underserved healthcare needs, TRUST students will develop long-term relationships with Idaho's rural communities and physicians. The TRUST program is designed to admit, educate, place, train, and retain local Idaho students as future Idaho physicians.

Budget support for Year 3 is in the form of Trustee/Benefits payments under the WWAMI contract. No new positions, staffing, capital, or operating funds are included in this request. The increase in State funding goes entirely for medical student education for these five TRUST students admitted to the Idaho WWAMI program in 2013.

AGENCY: Health Programs	Agency No.: 515	FY 2016 Request
FUNCTION: WWAMI	Function No.: 02	Page _1_ of 2 Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02** Title: **Continuation of Five Additional Medical School Seats for WWAMI (Year Two of Four)** Priority Ranking 2 of 3

DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$180,300				$180,300
LUMP SUM:					
GRAND TOTAL	$180,300				$180,300

Supports institution/agency and Board strategic plans:

Goal I: A WELL EDUCATED CITIZENRY –Continuously improve access to medical education for individuals of all backgrounds, ages, abilities, and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- *Performance measure*: the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per year, and the ratio of Idaho applicants per funded medical student position.

Objective B: Transition to Workforce - Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- *Performance measure*: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.

GOAL 3: Effective and Efficient Delivery Systems – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education program goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- *Performance measure*: the number of WWAMI rural summer training placements in Idaho each year.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- *Performance measure*: the number of WWAMI medical students completing clerkships in Idaho each year.

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- *Performance measure*: Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.

Description:
This is a request for the continuation of funding for the five additional students added in the FY15 Budget, who will now be continuing on into their second year of medical training in the WWAMI program at the University of Washington School of Medicine in Seattle.

Budget support for Year 2 is in the form of Trustee/Benefits payments under the WWAMI contract. No new positions, staffing, capital, or operating funds are included in this request. The increase in State funding goes entirely for medical student education for these 5 additional students admitted to the Idaho WWAMI program in 2014.

AGENCY: Health Programs	Agency No.: 515	FY 2016 Request
FUNCTION: WWAMI	Function No.: 02	Page 1_ of _3 Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03**	Title: Five Additional Seats				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.5 FTE				1.5 FTE
PERSONNEL COSTS:					
1. Salaries	$105,600	$52,800			$158,400
2. Benefits	34,100	17,000			51,100
3. Group Position Funding					
4. Bridge funding for curriculum renewal	100,000				100,000
TOTAL PERSONNEL COSTS:	$239,700	$69,800			$309,500
OPERATING EXPENDITURES **by summary object:**					
1. Operating Expenses	$46,400				$46,400
TOTAL OPERATING EXPENDITURES:	$46,400				$46,400
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$286,100	$69,800			$355,900

Supports institution/agency and Board strategic plans:

Goal I: A WELL EDUCATED CITIZENRY – Continuously improve access to medical education for individuals of all backgrounds, ages, abilities and economic means.

Objective A: Access – (SBOE) Set policy and advocate for increasing access; (WWAMI) recruit a strong medical student applicant pool for Idaho.

- *Performance Measure: the number of Idaho WWAMI medical school applicants per year, the number of funded medical student positions per year, and the ratio of Idaho applicants per funded medical student position.*

Objective B: Transition to Workforce – Maintain a high rate of return for Idaho WWAMI graduate physicians who choose to practice medicine in Idaho.

- *Performance Measure: Cumulative Idaho WWAMI return rate for graduates who practice medicine in Idaho.*

GOAL 3. EFFECTIVE AND EFFICIENT DELIVERY SYSTEMS – Deliver medical education, training, research, and service in a manner which makes efficient use of resources and contributes to the successful completion of our medical education goals for Idaho.

Objective A: Increase medical student early interest in rural and primary care practice in Idaho.

- *Performance measure:* the number of WWAMI rural summer training placements in Idaho each year.

Objective B: Increase medical student participation in Idaho clinical rotations (clerkships) as a part of their medical education.

- *Performance measure:* the number of WWAMI medical students completing clerkships in Idaho each year.

Objective C: Support and maintain interest in primary care medicine for medical career choice.

- *Performance measure:* Percent of Idaho WWAMI graduates choosing primary care specialties for residency training each year.

Description:

This new program request is for five (5) additional positions for medical students in the Idaho WWAMI program, beginning in FY16. With the transition of twenty WSU-based WWAMI students to Spokane in FY15, the Idaho WWAMI program has capacity for additional students; additionally, because of curriculum renewal, the University of Washington School of Medicine has increased capacity for the total number of medical students. Therefore, in an effort to increase the opportunity of the sons and daughters of Idaho citizens to attend a prestigious, highly ranked medical school and to potentially increase the number of physicians providing medical services in the state of Idaho in a timely manner, this request is to increase the incoming class of WWAMI students in the fall of 2015 to a total of thirty five (35).

To accomplish these goals and objectives, the Idaho WWAMI program needs to be authorized and funded to admit five additional students (new entering class total of 35 Idaho WWAMI students, fall 2015). This funding would come from the General Fund and dedicated funds derived from WWAMI tuition received by the University of Idaho. Specifically, new program costs are provided on page 1 of this request and would include:

1. A request to add one and a half (1.5) FTEs for faculty positions to implement curriculum renewal. This would take the form of three 0.5 FTE appointments; 1.0 FTE (two 0.5 FTE appointments) would be funded from General Funds and 0.5 FTE would be derived from dedicated funds.

2. Operating expenses for educating the five additional medical students, including anatomy supplies and equipment, study resources, clinical instruction, and other program costs.
3. Because we will be changing the curriculum beginning in the fall of 2015 to include both basic science and clinical medicine, and because additional revenue from this revised program will not be forthcoming until the following fiscal year, one-time funds are requested to support the salaries of clinicians that will be required to teach in the program (in the renewed curriculum, analysis of medical cases by the class will be directed by both a basic scientist and a clinician).

The FTE increase is requested to implement the instruction of additional subject areas of the renewed curriculum. In addition to personnel requirements, an expansion in medical student enrollment would require a modest increase in operating expenses for teaching these additional students.

This request for increased WWAMI medical student positions would be an ongoing request. It requires a commitment to not only increased funding and medical students in year 1 (FY16), but also ongoing commitments in years 2, 3, and 4 of medical school, with proportional costs in each of those years, as students move successfully through medical school toward graduation. Idaho WWAMI is currently at 30 students per year, or 120 total students in medical school. This request requires the addition of 5 students in the entering classes of FY16, FY17, FY18, and FY19 or 35 students per year, for a total of 140 Idaho WWAMI students enrolled in medical school by FY19 (Fall 2018). This initial request is relatively small. The ongoing commitment to medical education, growing the Idaho WWAMI total medical school enrollment from 120 to 140 students, is necessary for the future of Idaho communities.

This request also supports the recommendations of the State Board of Education's Medical Education Subcommittee from January, 2009; specifically, recommendations #2 (increased WWAMI students), #5 (admissions selection for rural and primary care interests), and #6 (ensuring rural training rotations in Idaho as a part of students' program).

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AGENCY: Health Education Agency No.: 513 FY 2016 Request
FUNCTION: Idaho State University, Family Practice Residency Function No.: 4000 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Residency Support**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.5				1.5
PERSONNEL COSTS:					
1. Salaries	64,000				64,000
2. Benefits	26,000				26,000
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	90,000				90,000
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
TOTAL OPERATING EXPENDITURES:	0				
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	90,000				90,000

Supports institution/agency and Board strategic plans:

ISU Department of Family Medicine Strategic Plan 2015- 2020
Strategic Planning – Mid-term (3-5 years)
The ISU Department of Family Medicine has defined mid-term (3-5 years) and long-term (6-10 years) strategic planning components some of which are outlined below.

GOAL 1: Access – Recruitment of physicians for Idaho
Objectives for access

1. Maintain core residency program at 7-7-7.
   - *Performance measure:*
     - Number of residents.
   - *Benchmark:*
     - 21 residents in training.

Description:
Over the last three years the ISU Family Medicine residency has solidified their expansion from 18 to 21 residents with additional administrative and faculty supervising staff to meet education and accreditation standards for the enlarged residency. Funding was originally acquired through the federal Primary Care Residency Expansion (PCRE) monies which was an initiation funding for start-up costs. The residency now has to cover the ongoing permanent maintenance costs or alternatively reduce the residency back to 18. The increased support staffing required is 1.5 FTE at a cost of $90,000 for the additional three residents to be supported and supervised for each three years of residency.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   One full time faculty to supervise 6 residents in addition to the director is the minimum supervising ratio; one to four is the ideal ratio. The FTE administrative staff ratio is equivalent and this action will bring the ratio to 4.7 FTE admin staff for 21 residents or 1 administrative staff FTE to 4.5 residents.

2. What resources are necessary to implement this request?
   a. List by position: position titles: *Residency Coordinator Full time, Residency Assistant Coordinator 0.5 FTE, Non classified permanent employees*

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted. *None*

   c. List any additional operating funds and capital items needed. *None*

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.)

   This is an ongoing general fund request that was initially supported by federal PCRE funds for the first five years of the implementation of the increase in resident numbers.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   6000 current Family medicine patients in South East Idaho and tens of thousands of rural Idaho patients in the future practices of the graduates of the program

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Medical Care of Idaho's citizens is a high priority and supersedes most unapproved items from the previous year

Supporting documentation

The following is reproduced from the Accreditation Council of Graduate Medical Education's (ACGME) Institutional requirements:

> II B The Sponsoring Institution (ISU) must ensure that:
> II B 2 programs Receive Adequate support for core faculty members to ensure both effective supervision and quality resident education.
> II B 4 programs coordinators have sufficient support and time to effectively carry out their responsibility; and,
> II B 5 resources, including space, technology, and supplies, are available to provide effective support for ACGME-accredited programs.

The ISU Family Medicine Residency respectfully submits this funding request to assist ISU FMR in meeting its ACGME requirements for maintaining a 21-resident complement.

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AGENCY: Health Education Agency No.: 501 FY 2016 Request
FUNCTION: FMRI Function No.: Page ___ of __ Pages
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: Increase State Support			Priority Ranking 1 of 1	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$411,300				$411,300
LUMP SUM:					
GRAND TOTAL	$411,300				$411,300

Supports institution/agency and Board strategic plans:

Goal 1, Objective D: Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), and the State Board of Education (1/26/09). The State Board of Education rank ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was to "expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice."

The Family Medicine Residency of Idaho (FMRI) has produced 278 graduates since 1975, of which 150 are located in Idaho (54%). This ranks Idaho 7th in the nation in the ability to keep residents in the state they train in. Over 80% of FMRI graduates practice in Idaho or its contiguous states, and nearly 70% of those in rural or underserved areas. The high retention rate of family physicians speaks to the FMRI being a high-value program to the State of Idaho.

At any one time, FMRI has 48 family medicine residents in its three-year residency program and 3 fellows in training at over 30 different locations in Ada, Canyon, Jerome, and Twin Falls counties, as well as 28 additional rural rotation sites in nearly every other county of Idaho.

Description:
In the 2014-15 academic year, two large federal grants that helped support FMRI's growth, the Teaching Health Center Graduate Medical Education (THC-GME) grant and the Primary Care Residency Expansion (PCRE) grant, will end. This will leave FMRI with a $1,350,000 budget shortfall. With these grants, FMRI was able to add 12 residents in the program. It is therefore imperative that Idaho steps up now to help support these residency positions or they will be lost to our program and our rural training tracks. This budget request of $411,300 will only be 30% of the shortfall, but in good faith will help stabilize FMRI so that it will not have to reduce its program from 16 residents per class to 12 per class at a time that Idaho needs this workforce the most.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   $411,300 in ongoing General Funds is requested to help maintain the current family medicine residency cohort size of 16 residents per year for three years.
   Current state base funding for this program is $1,118,700 (T/B)

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      N/A
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      N/A
   c. List any additional operating funds and capital items needed.
      N/A
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   $411,300 in ongoing T/B General Funds is requested.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   Idaho ranks 49th of 50 states in regards to primary care physicians per capita and 49th of 50 states in the number of resident's per capita training in our state. FMRI received federal grants to expand its class size and footprint in order to help Idaho meet its looming workforce crisis. This crisis has only been magnified by increased health insurance coverage and the need for timely access to high-quality primary care for all of Idaho's citizens especially in the rural part of our state.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Health Education Agency No.: 501 FY 2016 Request
FUNCTION: Kootenai Health FMR Function No.: Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Residency Build-out**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$180,000				$180,000
LUMP SUM:					
GRAND TOTAL	$180,000				$180,000

Supports institution/agency and Board strategic plans:

Goal 1, Objective D: Improve the ability of the educational system to meet educational needs and allow efficient and effective transition into the workforce.

Expanding graduate medical education (GME/residency) training in Idaho has been identified as an educational and funding priority in the State of Idaho: the state-funded MGT Medical Education Study (11/1/07), the Idaho Medical Association (8/10/08, 8/1/13), the Legislative Medical Education Interim Committee (11/12/08, 8/1/13), and the State Board of Education (1/26/09). The State Board of Education rank ordered ten recommendations towards expansion of medical education (1/26/09). The first of these recommendations was to "expand the development of graduate medical education (residency programs) opportunities in the State of Idaho focusing on primary care and rural practice."

Description:
Kootenai Health Family Medicine Coeur d'Alene Residency (KFMR) will be in the continued startup phase of our Family Medicine Residency program, in the 2nd year operations for FY 2016. The program started-up in July 2014, with 6 R1 first year residents. In the subsequent two years an additional six residents will be added to attain the full complement of 6 R1's, 6 R2's and 6 R3' totaling 18 residents, each to complete the full three years residency training program.

The focus of this program is to train rural family physicians for Idaho. Kootenai Health, a community owned and operated health care entity has invested significant resources into this project of developing a family medicine residency program. Kootenai Health is requesting additional support funds, through the Idaho State Board of Education, from the Idaho Legislature.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   The need stated is based upon the additional costs which we will encounter related to training our residents in urban and in rural settings, preparing them to be fully functioning family physicians.

   Residents must be sent to Spokane for more intense pediatric training at Providence Sacred Heart Children's Hospital, due to fact that regionally the more severely ill and injured children are transferred there for the more intense treatment needed. Specific costs encountered relate to the loss of federal GME support dollars and to revenues lost, in their absence from our clinic patient care operations. Each resident will spend a total of 12 weeks in Spokane.

   In addition, residents are sent to rural communities in North Idaho. Specific costs related to that experience include travel, place of residence in that community for 4 week blocks, and to specific revenues lost in our clinic patient care operations, in the absence of that resident.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      N/A
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      N/A
   c. List any additional operating funds and capital items needed.
      N/A
3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Projected expenses and revenues for FY 2016

- *Kootenai Health ongoing annual investment:* *$945,000*
- *Federal Revenues:* *$1,632,000*
- *Family Medicine Center clinical revenues:* *$2,321,000*
- *State Appropriation (FY15):* *$200,000 (ongoing)*
- *State Appropriations Request (FY16):* *$180,000 (ongoing)*

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   KMFR is specifically targeting the primary care physician shortage which exists in North Idaho and secondarily targeting the fact the State of Idaho is experiencing a significant physician manpower shortage, which will definitely become more acute over the next 5 to 10 years. The State of Idaho currently ranks number 49/50 in the state's number of physicians per capita. It is projected that within 5 to 7 years, approximately 20 of the present 30 family physicians in the Kootenai County region will retire. In the state of Idaho it is projected that approximately 50% of the currently practicing family physicians will retire within the next 7 to 10 years. National research projects a 60,000 family physician shortage in the United States by the year 2020.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Health Education | Agency No.: | FY 2016 Request
FUNCTION: Psychiatry Residency | Function No.: | Page ___ of __ Pages
ACTIVITY: | Activity No.: | Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: Increase State Support			Priority Ranking 1 of 1	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:	$78,600				$78,600
LUMP SUM:					
GRAND TOTAL	$78,600				$78,600

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.
Objective D: Transition – Improve the ability of the educational system to meet educational needs and allow students to efficiently and effectively transition into the workforce.

Description:
The Idaho/UW Advanced Clinician Track is a four year University of Washington Psychiatry Residency program. After graduating from medical school, physicians learn psychiatry by treating patients in hospitals, emergency rooms and clinics. They train for two years in Seattle learning from world-renowned experts, then move to Idaho for their final two years learning from local experts at the Boise VA, Saint Alphonsus Hospital, Saint Luke's Hospital, Portneuf Hospital, Family Medicine Residency of Idaho and various other clinical sites. Our mission is to train excellent psychiatrists who could practice anywhere, but choose to stay in Idaho.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The Psychiatry Residency program is requesting $36,420 to cover personnel costs and General Funds, which reflects a 30% increase, to provide additional base funding support for the program. With additional money we will place our psychiatry residents in underserved communities using telepsychiatry. We will expand psychiatric coverage to those living in more remote areas of the state.

2. What resources are necessary to implement this request?

   Additional state funding will be added to funding from St Luke's, St Alphonsus and the Boise VA hospital funding.

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      Not applicable.

   b. Note any existing human resources that will be redirected to this new effort and existing operations will be impacted.

      The additional money will be used to set up telepsychiatry rotations, working with hospitals throughout the state.

   c. List any additional operating funds and capital items needed.
      Not applicable.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Ongoing State General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The people living in remote areas of Idaho are served by this funding request, as are all citizens who benefit from physicians' care. If we can extend our program's reach to all corners of Idaho, we put technology to its best use by helping people. Treating common illnesses like depression and anxiety have a positive effect on other medicial illnesses like high blood pressure and diabetes. Telepsychiatry programs have a profound effect on overall physical health. If we do not fund this request, we will not be able to expand psychiatry resident care into more remote areas of our state.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   Not applicable.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Special Programs | Agency No.: 516 | FY 2016 Request
FUNCTION: Forest Utilization Research (FUR) | Function No.: 01 | Page 1 of 3 Pages
Original Submission X
ACTIVITY: | Activity No.: | or Revision No. ___

A: Decision Unit No: **12.01**	Title: **FUR-Forest Resource Economist**			Priority Ranking 1 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	$72,000				$72,000
2. Benefits	26,100				26,100
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$98,100				$98,100
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	$10,000				$10,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,500				$3,500
TOTAL CAPITAL OUTLAY:	$3,500				$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$111,600				$111,600

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in forest resource economics that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Experimental Forest and Forest Nursery complex. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving timber harvesting, forest productivity, regeneration, and management with respect to a full range of goods and services, including environmental quality as well as wood and paper products. The direct metrics of performance will be the number of CNR faculty, staff, students and constituency groups involved in scholarship or capacity building activities in forest resource economics research projects.

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as timber harvesting and processing, consumer products manufacturing, forest regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amount of non-FUR funding leveraged by FUR funded forest resource economics research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in forest resource economics research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus, and also engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing forest resource economics research at the University of Idaho by investing in human resources.

Forests cover nearly forty percent of Idaho and produce a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as water purification and carbon sequestration. Forest lands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of the economic costs and benefits, and secondary effects, of providing a variety of goods and services from Idaho's forests. Improving forest conditions and productive capacity through science and applied management and economics research in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore forest lands and the human communities that rely on them.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The College of Natural Resources is requesting $111,520 in the Forest Utilization Research (FUR) budget to provide full-time salary support, plus travel, operations, and capital equipment, for a new forest resource economics assistant professor to create research capacity to document with in-depth analysis the importance of forest-based enterprises in Idaho's economy, including trucking and forest resource-based recreation and tourism. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from harvesting, transporting and processing timber into useful consumer products.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      The College of Natural Resources is requesting funds sufficient to provide full-time salary and benefits support for a new forest resource economics assistant professor.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      There will not be redirection.

   c. List any additional operating funds and capital items needed.

      The request includes $5,000 for travel, $5,000 for operating expenses, and $3,500 for capital equipment used to process data.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Not applicable.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Research in forest resource economics using the requested resources will directly serve professional managers and state and private owners of Idaho forest lands and enhance the skills and tools to sustain and improve forest health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive forest lands that support economic enterprises, vigorous wildlife populations, fertile soils and abundant supplies of clean water.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. This request has not been made previously.

AGENCY: Special Programs Agency No.: 516 FY 2016 Request
FUNCTION: Forest Utilization Research (FUR) Function No.: 01 Page 1 of 3 Pages
Original Submission X
ACTIVITY: Activity No.: or Revision No. ___

A: Decision Unit No: **12.02** Title: **FUR-Rangeland Resource Management Analyst** Priority Ranking 2 of 3

DESCRIPTION	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	$69,000				$69,000
2. Benefits	25,400				25,400
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$94,400				$94,400
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	$10,000				$10,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,500				$3,500
TOTAL CAPITAL OUTLAY:	$3,500				$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$107,900				$107,900

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in rangeland resource management that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Rangeland Center. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving invasive species management, wildfire management (including hazardous fuel treatment and post-fire regeneration to discourage invasive species), and integrated wildlife management (especially greater sage-grouse). Attention to these issues will help provide a full range of goods and services, including environmental quality as well as livestock grazing. The direct metrics

of performance will be the number of CNR faculty, staff, students and constituency groups involved in scholarship or capacity building activities in rangeland resource management research projects.

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as rangeland livestock operators, vegetation regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amount of non-FUR funding leveraged by FUR funded rangeland resource management research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's rangelands. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in rangeland resource management research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories. Faculty, staff and students will work directly with ranchers to help them solve pressing management challenges and engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing rangeland resource management research at the University of Idaho by investing in human resources.

Rangelands cover more than forty percent of Idaho and produce a wide variety of goods and services including livestock forage, wildlife habitat, water resources, recreation opportunities, open space, and ecosystem services such as water purification and carbon sequestration. The ability to serve current and future generations will be influenced by our understanding of the environmental effects of providing these goods and services because rangelands are vital to the ecological and economic health of Idaho. Improving rangeland conditions and productive capacity through science and applied management in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore rangelands and the human communities that rely on them.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The College of Natural Resources is requesting $107,815 in the Forest Utilization Research (FUR) budget to provide salary and fringe benefits, plus travel, operations, and capital equipment, for a new Assistant Professor to increase the research capacity of the Rangeland Center to focus on wildfire and invasive species management, especially to maintain and restore habitat for greater sage-grouse. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from rangeland resources, including livestock grazing, vegetation management, and recreation.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      The College of Natural Resources is requesting funds sufficient to provide full-time salary and fringe benefits support for a new rangeland resource management Assistant Professor.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      There will not be redirection.

   c. List any additional operating funds and capital items needed.

      The request includes $5,000 for travel, $5,000 for operating expenses, and $3,500 for capital equipment used to process data.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Not applicable.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Research in rangeland management using the requested resources will directly serve professional managers and state and private owners of Idaho rangelands and enhance the skills and tools to sustain and improve rangeland health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive rangelands that support economic enterprises, vigorous wildlife populations, fertile soils and clean abundant water.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first. This request has not been made previously.

AGENCY: Special Programs Agency No.: 516 FY 2016 Request
FUNCTION: Forest Utilization Research (FUR) Function No.: 01 Page 1 of 3 Pages
Original Submission X
ACTIVITY: Activity No.: or Revision No. ___

A: Decision Unit No: **12.03**	Title: **FUR-Forest Resource Analyst**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.50				0.50
PERSONNEL COSTS:					
1. Salaries	$25,000				$25,000
2. Benefits	10,500				10,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$35,500				$35,500
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
2. Operating	5,000				5,000
TOTAL OPERATING EXPENDITURES:	$10,000				$10,000
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation	$3,500				$3,500
TOTAL CAPITAL OUTLAY:	$3,500				$3,500
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAT	$49,000				$49,000

Supports institution/agency and Board strategic plans:

Goal 1, Objectives A.1 and A.2; Goal 2, Objective A.1. This request will upgrade and develop university human resource competencies (faculty, staff and students) to strengthen disciplinary and interdisciplinary scholarship in forest resource analysis that advances the college's strategic themes and land-grant mission and are directly linked to FUR programs in the UI Experimental Forest and Forest Nursery complex. Scholarly modes of discovery, application and integration that address issues of importance to the citizens of Idaho will be enhanced by improving timber harvesting, forest productivity, regeneration, and management with respect to a full range of goods and services, including environmental quality as well as wood and paper products. The direct metrics of performance will be the number of CNR faculty, staff, students and constituency

groups involved in scholarship or capacity building activities in forest resource analysis research projects.

Goal 1, Objective B.2. Create new products, technologies, protocols and processes useful to private sector natural resource businesses such as timber harvesting and processing, consumer products manufacturing, forest regeneration and rehabilitation firms, as well as governmental and non-governmental enterprises and operating units. The direct metrics of performance will be the amonut of non-FUR funding leveraged by FUR funded forest resource analysis research projects.

Goal 2, Objectives A.2 and A.3. Engage with communities, governmental and non-governmental organizations through flexible partnerships that share resources and respond to local needs and expectations; in addition, foster key industry and business relationships that benefit entrepreneurship and social and economic development through innovation and technology transfer that will increase the productivity of Idaho's forests. The direct metrics of performance will be communities served and resulting documentable impacts from serving various communities, governmental and non-governmental organizations, and private businesses and landowners.

Goal 3, Objectives A.1, A.2 and A.3. Provide undergraduate, graduate and professional students with education and research opportunities in forest resource analysis research and management that are integrated educational experiences with ongoing FUR and non-FUR research programs at CNR outdoor laboratories, including the University of Idaho Experimental Forest, the Forest Nursery complex, and McCall campus, and also engage alumni and stakeholders as partners in research, learning, and outreach. The direct metrics of performance will be number and diversity (as measured by variety of academic programs impacted) of courses which use full or partially FUR funded projects, facilities or equipment to educate undergraduate, graduate and professional students.

Description:

Advancing forest resource economics research at the University of Idaho by investing in human resources.

Forests cover nearly forty percent of Idaho and produce a wide variety of goods and services including timber, livestock forage, wildlife habitat, water resources, recreation opportunities, open space, as well as water purification and carbon sequestration. Forest lands are vital to Idaho's economy, and the ability to serve current and future generations will be influenced by our understanding of forest inventory and forest utilization information that support providing a variety of goods and services from Idaho's forests. Improving forest conditions and productive capacity through science and applied management research in the current context of ecological and societal change will require analysis of newly integrative thinking and innovative practices to maintain and restore forest lands and the human communities that rely on them.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The College of Natural Resources is requesting $48,925 in the Forest Utilization Research (FUR) budget to provide half-time salary support, plus travel, operations, and capital equipment, for a new forest resource analyst to enhance research capacity and document the importance of forest-based enterprises in Idaho's economy. These resources will enhance the capability of FUR programs to work with stakeholders and leverage additional funds from other non-state sources, both of which help strengthen a traditional Idaho industry and the rural communities that long have relied upon the jobs from harvesting, transporting and processing timber into useful consumer products.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      The College of Natural Resources is requesting funds sufficient to provide half-time salary and benefits support for a new forest resource analyst.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      There will not be redirection.

   c. List any additional operating funds and capital items needed.

      The request includes $5,000 for travel, $5,000 for operating expenses, and $3,500 for capital equipment used to process data.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Not applicable.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Research in forest resource analysis using the requested resources will directly serve professional managers and state and private owners of Idaho forest lands and enhance the skills and tools to sustain and improve forest health and productivity. Rural communities and outdoor recreation stakeholders in Idaho benefit from productive forest lands that support economic enterprises, vigorous wildlife populations, fertile soils and abundant supplies of clean water.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   This request has not been made previously.

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AGENCY: Special Programs	Agency No.: 516	FY 2016 Request
FUNCTION: Idaho Geological Survey	Function No.: 02	Page 4 of 4 Pages
ACTIVITY: Strategic Initiatives	Activity No.: 01	Original Submission X or Revision No. ___

A: Decision Unit No: **12.01**	Title: Landslide inventory and hazard research program				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.00
PERSONNEL COSTS:					
1. Salaries	$60,400				$60,400
2. Benefits	21,500				21,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$81,900				$81,900
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$5,000				$5,000
2. Software upgrades and maintenance	2,000				2,000
TOTAL OPERATING EXPENDITURES:	$7,000				$7,000
CAPITAL OUTLAY **by summary object:**					
1. PC and software	$1,200				$1,200
2. Photogrammetry workstation and NAIP photos	30,000				30,000
TOTAL CAPITAL OUTLAY:	$31,200				$31,200
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$120,100				$120,100

Supports institution/agency and Board strategic plans:

This *Landslide Inventory and Hazard Research Program* support **Goal 1** of the IGS Strategic Plan:

OUTREACH AND ENGAGEMENT (SERVICE)

1) Achieve excellence in collecting and disseminating geologic information and mineral data to the mining, energy, agriculture, utility, construction, insurance, and financial sectors, educational institutions, civic and professional organizations, elected officials, governmental agencies, and the public. Continue to strive for increased efficiency and access to Survey information primarily through publications, Web site products, in-house collections and customer inquiries. Emphasize Web site delivery of digital

products and compliance with new revision of state documents requirements (Idaho Code 33-2505). Maintain concentrated effort to collect and preserve valuable geologic data at risk.

Objective A: Produce and effectively deliver relevant geologic information to meet societal priorities and requirements.

Performance Measure: Number of published reports on geology/hydrogeology/**geologic hazards**/mineral and energy resources.

Objective B: Build and deliver Web site products and develop user apps and search engines.

Performance Measure: Number of IGS web site viewers and products used/downloaded.

Description:

Idaho Geological Survey (IGS) is the lead state agency for the collection, interpretation, and dissemination of geologic and mineral data for Idaho. The Survey accomplishes its mission through research, service, and outreach activities, with an emphasis on the practical application of geology to benefit Idaho and economic development within the state.

The state of Idaho needs a sustained hazards research program and a comprehensive, accurate, easily assessed, and updatable landslide inventory. The IGS presently lacks sufficient staff, however, to conduct and sustain a state-wide landslide inventory without jeopardizing ongoing earthquake research and geologic mapping efforts in high-priority areas such as southwest Idaho where important oil and gas exploration is taking place.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request seeks funding for one permanent (new FTE) Research Geologist position dedicated to landslide inventory and related geologic hazard research. IGS appropriations were drastically reduced in FY10 and staffing levels for essential programs have been cut to below adequate levels. The agency presently has only one geologist with expertise in hazards-related research such as landslides and earthquakes. This state-supported geologist is heavily involved in externally funded earthquake studies and geologic mapping efforts in southeast and southwest Idaho, all of which are critical to fulfilling the IGS mandate. While we recognize the need to increase geologic hazards efforts with regard to landslide mitigation, it is impossible to do so without additional staff.

2. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

   Salary for a new, full-time Research Geologist (faculty position). We anticipate hiring a permanent, full-time, benefit-eligible Research Geologist by July 2015.

b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

   Research Geologist, a current IGS employee whose salary is covered by state funds, will reduce his geologic mapping effort to devote 5 weeks/year to landslide work.

   GIS Data Manager, a current IGS employee whose salary is partially covered by state funds, will reduce his website management effort to devote 5 weeks/year to landslide

c. List any additional operating funds and capital items needed.

   - PC and software for new Research Geologist
   - High-precision 3D photogrammetry workstation and state-wide digital images from existing National Agricultural Inspection Program (NAIP)
   - Travel expenses in support of field work and outreach/education activities.
   - Software and hardware upgrades and maintenance for photogrammetry workstation

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Personnel costs and travel are ongoing. Capital outlay is one time.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Idaho's infrastructure, particularly roads, railroads, and canals, are susceptible to expensive landslide damage. These events have the potential to isolate communities, damage homes, and disrupt vital economic activities. This risk is increasing because of greater incidence of wildfires and movement of populations and infrastructure to landslide-prone landscapes. Reduction of this risk begins with a comprehensive inventory of landslides because the most accurate predictor of future landslides is the presence of past landslide activity. The last statewide inventory was conducted by the IGS in 1991. It is out-of-date and lacks sufficient detail to protect infrastructure. National inventories by the U.S. Geological Survey are even more inadequate. For example, despite a

history of costly landslides near Bonners Ferry, the U.S.G.S. landslide map shows the Idaho panhandle to be an area of low landslide incidence.

Beneficiaries of landslide research will include county and municipal governments, state agencies (Idaho Bureau of Homeland Security, Idaho Transportation Department, and Idaho Department of Lands), and the general public.

Impacts if funding not provided

The deadly Oso, Washington landslide disaster of March 22, 2014 underscored the need for accurate, up-to-date landslide inventories that are easily accessed and understood by the public and local jurisdictions. Sustained action over a period of years that reduces or eliminates the risk of landslide losses is needed and cost effective. As noted by the Idaho Bureau of Homeland Security:

"For every $1 spent [on mitigation], $4 in losses prevented……"

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   This is the highest priority request.

AGENCY: Special Programs	Agency No.: 516	FY 2016 Request
FUNCTION: Scholarships and Grants	Function No.: 03	Page ___ of __ Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: GEARUP				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:			$852,300		$852,300
LUMP SUM:					
GRAND TOTAL	0		$852,300		$852,300

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

Description:
GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federal discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. This

program provides six-year grants to states and partnerships to provide services at high-poverty middle and high schools which are designated as GEAR UP schools. GEAR UP started in Idaho in FY 2007 with the renewable scholarships starting in FY 2013.

GEAR UP allocates $852,300 per cohort to the State of Idaho. In fiscal year 2016 there will be three cohorts requiring funding. The GEAR UP selection and funding is based on a student's financial need, academic merit, and participation in GEAR UP. The scholarship rules require the minimum award is not less than the applicant's Pell Grant amount. The Pell amount is currently $5,730. The 2015 spending authority allows for 297 total students in the three cohorts to be funded at full Pell amounts. Looking ahead to FY 2016, FY 2017, and FY 2018, there will be three cohorts in 2016 at $852,300 per cohort for a total of $2,556,900 which will fund 446 students. In 2017 two cohorts require funding for a total of $1,704,600 and 297 students. And the final year 2018 one cohort of 152 students for a request of $852,300 will be required. One variable that changes this projection is the Pell funding amount. If the Pell amount is increased by the federal government in 2016, 2017, or 2018 then the current request has the potential to not cover the minimum Pell requirement. The money not expended stays in the GEAR UP fund, so it is prudent to request the full amount allocated by GEAR UP.

The appropriation for FY 2015 is $1,704,600. This request is to increase the spending authority for the GEAR UP program in FY 2016 one-time by $852,300.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   This request reflects an increase of $852,300 in one-time federal funds spending authority for GEAR UP scholarships. This request does not affect staffing levels.

2. What resources are necessary to implement this request?

   No additional resources are required as current staffing levels are sufficient.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Federal spending authority with grant funds already awarded.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   GEAR UP is designed to increase the number of low-income students from high-poverty middle and high schools that are prepared to enter and succeed in postsecondary education. GEAR UP provides students an opportunity to apply for a 4-year renewable scholarship based upon financial need and level of participation in the program and funding for participating students to prepare for and take the ACT test. The GEAR UP Program will serve over 5,500 students in Idaho during the life of the grant.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A

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AGENCY: Special Programs	Agency No.: 516	FY 2016 Request
FUNCTION: Scholarships and Grants	Function No.: 03	Page ___ of __ Pages
ACTIVITY:	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.03**	Title: **Opportunity Scholarship**			Priority Ranking 3 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	0.00				0.0
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:	0				0
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:	0				0
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:	0				0
T/B PAYMENTS:	$4,322,700				$4,322,700
LUMP SUM:					
GRAND TOTAL	$4,322,700				$4,322,700

Supports institution/agency and Board strategic plans:

Goal 1, Objective A

Goal 1, A Well Educated Citizenry, calls for providing opportunities for individual enhancement and Objective A, Access, advocates for increasing access for individuals of all ages, abilities, and economic means to Idaho's P-20 educational system.

Performance Measure: Percent of need met by available need-based financial aid.

Description:

The Opportunity Scholarship is Idaho's signature hybrid scholarship which factors awards based on merit and need. It is designed on a shared responsibility model with state dollars being the "last dollars". This means that a student must apply for federal aid, have a self or family contribution element before they would be eligible for the

Opportunity Scholarship. In FY07 and FY08, the initial years of this program, $20 million dollars was put into an endowment fund and $1.925 million was designated to fund scholarships for the 2007-2008 and 2008-2009 academic years. Approximately 700 students each year have received this renewable scholarship with the majority of students receiving the maximum award of $3,000.

As a result of the financial difficulties during FY10-FY12, funds were not available to fund neither the endowment nor the ongoing scholarships, however, the Board was permitted to use the earnings from the endowment and $1,000,000 from the corpus in those years. This allowed us to fund qualifying renewals, but new awards were limited. In FY13, the discontinuance of the federal LEAP and SLEAP scholarships freed up the state match of $550,800 in state General Fund dollars which was reallocated to the Opportunity Scholarship. This amount combined with $449,200 from the corpus provided a total of $1,000,000 available for scholarships.

In FY14, Senate Bill 1027 consolidated several existing scholarships into a reconstituted Opportunity Scholarship resulting in $1,045,800 set aside for scholarships out of the general fund with no planned reductions to the corpus. The Scholarships Committee planned use of existing funds in FY15 calls for a consolidation of most scholarship programs into the Opportunity Scholarship program resulting in a total of $5,277,300 which will fund over 1,500 students with a scholarship. More scholarships may be funded depending on the average award amount.

This request is for $4,322,700 from the state General Fund to bring the total amount to $9,600,000 for FY 2016. This would provide 2,000 new scholarships and enough funding for an expected rate of 50% renewals for the second year returning students. The goal is to increase the Opportunity Scholarship over the next three years to be able to fund 2,000 new scholarships and 1,000 renewals as shown in the table on the next page.

Opportunity Scholarship					
Plan to Increase Awards to 2,000 new scholarships per year					
	Year 1	Year 2	Year 3	Year 4	
	New	Renewals	Renewals	Renewals	Total
FY 2015					
Awards	1,741	150			1,891
Award $	$ 3,000	$ 3,000	$ 3,000	$ 3,000	
Amount	$5,223,000	$ 450,000	$ -	$ -	5,673,000
FY 2016					
Awards	2,000	900	150	150	3,200
Award $	$ 3,000	$ 3,000	$ 3,000	$ 3,000	
Amount	$6,000,000	$ 2,700,000	$ 450,000	$ 450,000	9,600,000
FY 2017					
Awards	2,000	1,000	900	150	4,050
Award $	$ 3,000	$ 3,000	$ 3,000	$ 3,000	
Amount	$6,000,000	$ 3,000,000	$ 2,700,000	$ 450,000	12,150,000
FY 2018					
Awards	2,000	1,000	1,000	1,000	5,000
Award $	$ 3,000	$ 3,000	$ 3,000	$ 3,000	
Amount	$6,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	15,000,000

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   $4,322,700 is requested to bring the total General Fund Opportunity Scholarship to $9,600,000 in order to award 2,000 new scholarships fund renewals estimated at 50% of the prior year new awards.

2. What resources are necessary to implement this request?

   No additional resources are required as current staffing levels are sufficient.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   $4,322,700 in ongoing General Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The State Board of Education has set an ambitious goal that 60% of Idahoans ages 25-34 will have a college degree or certificate by the year 2020. It is estimated that postsecondary education attainment for this adult population is currently at 40%. One of the key drivers for meeting this goal is access. The Opportunity Scholarship is Idaho's primary scholarship for helping students afford a postsecondary education.

   The value of a four-year degree is at an all-time high. The wage differential between those with a four-year degree and those with a high school degree has grown to 81% -- higher than at any time in the past 90 years. Thus, if this request is not funded, not only could it impact the earning power of thousands of Idahoans, it will also ultimately impact the state's tax base.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Special Programs Agency No.: 516 FY 2016 Request
FUNCTION: Small Business Development Centers Function No.: 05 Page 1 of 3 Pages
Original Submission X or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **Business Development**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	4.0				4.0
PERSONNEL COSTS:					
1. Salaries	$223,600				$223,600
2. Benefits	66,500				66,500
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$290,100				$290,100
OPERATING EXPENDITURES **by summary object:**					
1. Travel	$8,000				$8,000
TOTAL OPERATING EXPENDITURES:	$8,000				$8,000
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$298,100				$298,100

Supports institution/agency and Board strategic plans:
This request to add additional business consultants at the Idaho Small Business Development Center supports:

- *Governor Otter's "Accelerate Idaho" initiative by empowering business creation, expansion and innovation through high-quality, no-cost business consulting.*
- *The State Board of Education's objectives for adult learners through individualized coaching of small business owners and entrepreneurs.*
- *The State Board of Education's objective to prepare students for entering the workforce by providing experiential learning through class projects and internships with small business clients.*
- *Boise State University's core theme for community commitment.*
- *The Boise State College of Business and Economics' goal to support economic development through collaboration with public and private organizations.*

- *The host college and university goals for outreach to communities and support of economic development.*

Description:

The Idaho Small Business Development Center has been providing no-cost consulting and coaching to Idaho's small businesses and entrepreneurs since 1986 through a network of 6 offices hosted by Idaho's colleges and universities. This request enhances the Idaho Small Business Development Center's resources to help small business start, grow and prosper by adding 4 FTEs for business consulting. Funding will be distributed between each of the existing offices to support businesses in rural areas, businesses new to exporting and businesses with an innovation as their competitive advantage.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   $298,100 is being requested to add 4 FTEs to the Idaho Small Business Development Center network. $290,100 is for salary and fringe and $8,000 is for travel so that personnel can travel to rural areas and also travel to local and national conferences for professional development.

   The request is for ongoing funding that would be added to the base.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      Positions will be Business Consultants in all 8 locations. Two offices will receive funding for new part-time non-benefit eligible hires. Five offices will receive funding to increase hours for existing benefit eligible positions. The State Office will receive funding to leverage with SBA funding to hire a new full-time position for assistance to technology/innovation companies statewide. (See Funding Distribution Calculations attachment for more details.)

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      The only existing human resources that are impacted are those positions that will have increased hours.

   c. List any additional operating funds and capital items needed.

      The request includes $8,000 in travel funds ($1,000 per position) to support professional development at twice yearly internal conferences, an annual national professional development conference and for travel to rural areas.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   Please see the table above and the Funding Distribution Calculations attachment.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   This initiative will accelerate business creation and expansion in Idaho by providing Idaho's entrepreneurs and small business owners with no-cost individualized coaching and assistance to improve their skills and success. The Idaho SBDC has a proven 28-year track record of achieving an average return on investment of 4:1. Idaho SBDC clients consistently outperform their peers with clients' sales routinely 5 times that of the average small business in Idaho (see attached Impact Report).

   Small businesses are the engine of the economy and responsible for creating 60–80% of the net new jobs. The focus is on innovative companies and companies new to exporting. Technology/innovation firms typically create higher paying positions and companies engaged in exporting are bringing additional wealth into the state. Strong partnerships are already in place so that there is no duplication of services.

   The goal of this initiative is to grow Idaho's economy. Expected annual impacts after the first year of development are:
   - *16 new businesses started*
   - *100 jobs created*
   - *$2 million increase in sales*
   - *$2 million capital raised*
   - *15 companies new to exporting*
   - *15 companies with innovations/technologies*
   - *10% growth in economic impacts in rural Idaho*

   If this request is not funded, the increased growth for Idaho's businesses will not be realized.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   No prior year request.

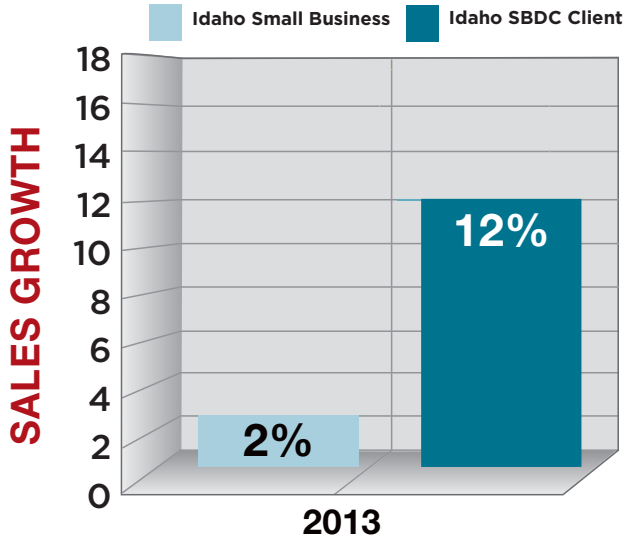
Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

sbdc IDAHO

Small Business Development Center

direction. solutions. impact.

IDAHO SBDC CLIENTS OUTPERFORM!

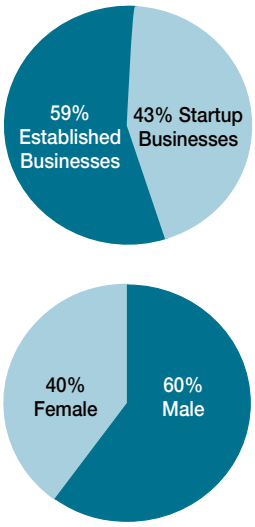


Data from third party researcher, Dr. Jim Chrisman, Economic Impact of Small Business Development Center Counseling in Idaho

YEARLY RETURN ON INVESTMENT

- **1,025** jobs created and retained
- **$4 million** in additional state and federal taxes
- **$24 million** in capital infusion
- **4:1** return on investment

CLIENT MIX



CLIENT SATISFACTION

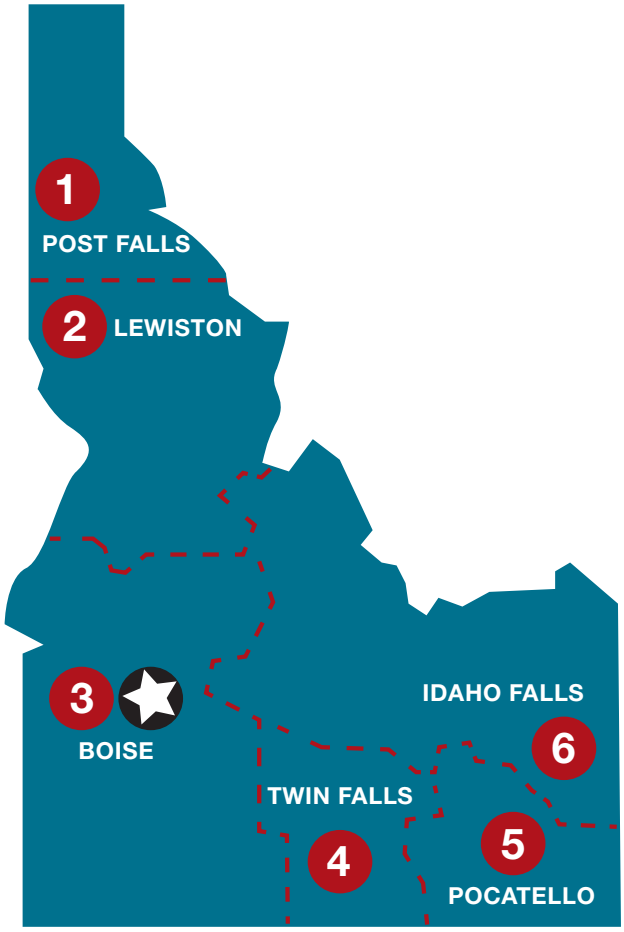
Would recommend SBDC services	99%
Rate services very good and excellent	98%

services

consulting Our primary service is no-cost confidential consulting tailored to individual businesses' needs. Our coaches are available by appointment and help solve even the most complex problems. Most have MBAs or a related degree and have owned their own small business. **1,678 clients served in 2013.**

training We offer a continual schedule of affordable trainings designed to teach practical business skills. Our consultants and local business professionals serve as instructors. Classes compliment coaching sessions and help clients progress even faster. **2,517 attended trainings in 2013.**

resources The SBDC serves as the focal point for coordinating with other programs and services, both public and private, to bring additional expertise and resources for client assistance. We also help clients build a strong team of professionals to support the business.



REGION 1
North Idaho College
525 W. Clearwater Loop
Post Fall, ID 83854-9400
208-665-5085
ISBDC@nic.edu

REGION 2
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501
208-792-2465
ISBDC@lcsc.edu

REGION 3
Boise State University
2360 W. University Dr.,
Suite 1213
Boise, ID 83725-1655
208-426-3875
info@IdahoSBDC.org

REGION 4
College of Southern Idaho
315 Falls Avenue
Twin Falls, ID 83303-1238
208-732-6450
ISBDC@csi.edu

REGION 5
Idaho State University
921 S. 8th, Stop 8020
Pocatello, ID 83209-8020
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sbdcpocinfo@isu.edu

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208-426-1640
800-225-3815
info@IdahoSBDC.org

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5465 E. Terra Linda Way
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www.tecaccelerator.com

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SBA
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CSI College of Southern Idaho
North Idaho College
Lewis-Clark State College
University of Idaho
Boise State University
Idaho State University

Idaho Small Business Development Center

FY16 Funding Request - Distribution calculations

Personnel

Region	position	FTE	Salary	Fringe rate	Fringe	Total
I	new part-time non-benefit eligible position	0.6	$ 31,200	9%	$ 2,808	$ 34,008
II	increased hours for benefit eligible position	0.4	$ 20,800	36%	$ 7,488	$ 28,288
III	increased hours for benefit eligible position	0.5	$ 29,120	37%	$ 10,774	$ 39,894
TECenter	increased hours for benefit eligible position	0.5	$ 29,120	37%	$ 10,774	$ 39,894
IV	new part-time non-benefit eligible position	0.5	$ 26,000	9%	$ 2,340	$ 28,340
V	increased hours for benefit eligible position	0.4	$ 23,296	37%	$ 8,620	$ 31,916
VI	increased hours for benefit eligible position	0.5	$ 29,120	37%	$ 10,774	$ 39,894
State	new full-time position (leveraged with federal funds)	0.6	$ 34,944	37%	$ 12,929	$ 47,873
		4	$ 223,600		$ 66,508	$ 290,108

Operating	$1,000 for each position (travel and profess	$ 8,000
TOTAL		$ 298,108

AGENCY: Office of the State Board of Education Agency No.: 501 FY 2016 Request
FUNCTION: Charter School Comm'n Function No.: 03 Page ___ of __ Pages
Original Submission _X_ or
ACTIVITY: Activity No.: Revision No. ___

A: Decision Unit No: **12.01**	Title: **PCSC Oversight**				Priority Ranking 1 of 2
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.50				1.50
PERSONNEL COSTS:					
1. Salaries	$73,700				$73,700
2. Benefits	31,100				31,100
3. Group Position Funding	$1,500				$1,500
TOTAL PERSONNEL COSTS:	$106,300				$106,300
OPERATING EXPENDITURES **by summary object:**					
1. Office space	$12,500				$12,500
2. Photocopier lease	$6,000				$6,000
3. Travel	$6,000				$6,000
TOTAL OPERATING EXPENDITURES:	$24,500				$24,500
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$130,800				$130,800

Supports institution/agency and Board strategic plans:

GOAL 1: A WELL EDUCATED CITIZENRY
The educational system will provide opportunities for individual advancement.

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

Description:

Currently the Public Charter School Commission (PCSC) the PCSC authorizes 35 schools. Thirty-three schools are currently in operation and two are scheduled to open in the fall of 2014 (there are also three unapproved petitions under consideration). In addition, new public charter schools may be authorized each year. The number of authorized schools has increased to the point where 2.5 people simply can no longer provide support to the Commission and manage the day to day oversight of the schools. For example, lack of adequate staff makes it impossible to conduct thorough reviews of chartered schools without obvious or reported deficiencies. Absent thorough reviews, staff is unable to advise charter school boards and the PCSC regarding areas in need of improvement and ultimately provide data-driven, context-based recommendations regarding renewal or non-renewal. As a result, the PCSC's ability to fulfill its mission of maintaining high standards, upholding school autonomy, and protecting students and taxpayers is compromised.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
2.

The Public Charter School Commission (PCSC) requests 1.5 FTE in the form of a full-time program manager position and a half AA2 position.

Current staffing for this program is 2.5 FTE. Beginning in FY2015 source of funds is 100% Public Charter Authorizer fees, prior to that it was General Funds. PCSC needs an additional professional level staff position to facilitate the oversight of all schools authorized by the PCSC. This position would act at the direction of the executive level staff person to evaluate, report, and respond to school performance. This would include analysis of school finances and academic results, evaluation of compliance and governance, and frequent communication with schools and stakeholders. Additionally, this position would be responsible for gathering information and supporting PCSC meetings, appeals, and hearings.

PCSC currently has a 0.50 FTE for administrative support. PCSC needs to move this to a full-time position in order to manage the increased workload associated with staff work oversight of 35 schools.

Nationally, statewide charter school authorizing commissions average 0.44 FTE per school (*Source:* Authorizing Roadmap: National Perspectives on Quality Authorizing, 2013 Report by National Association of Charter School Authorizing Senior Advisor Nelson Smith). To match average national staffing levels, the PCSC would have more than 15 FTE.

In order to accommodate necessary growth in staffing, ongoing funding is also requested for increased lease space.

3. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      Program Manager (1 FTE), Pay Grade N (80% of policy = $27.80), full-time, non-classified, benefit eligible, hire date: July 1, 2015
      Administrative Assistant II (0.50 FTE), Pay Grade I, classified, benefit eligible, hire date: July 1, 2015

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      The current half-time AA2 position supporting this program would be moved to full-time.

   c. List any additional operating funds and capital items needed.
      $12,500 in ongoing operating expenses is requested for 1,000/SF lease space in the Borah building. Unlike other Capitol Mall office space, all space in Borah rent for $11.19 per SF. Ongoing OE is also needed to lease a photocopier.

4. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   On-going General Funds

5. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Approximately 11,700 students are served by the 35 PCSC-chartered schools. Lack of adequate PCSC staffing levels has a material impact on oversight to help ensure the delivery of quality education at these taxpayer funded schools.

6. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.
   Not Applicable

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education	Agency No.: 501	FY 2016 Request
FUNCTION: Administration	Function No.: 03	Page ___ of __ Pages
ACTIVITY: Proprietary Schools	Activity No.:	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **State Authorizers Reciprocity**			Priority Ranking 2 of 2	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:		$21,000			$21,000
OPERATING EXPENDITURES **by summary object:** 1. Office space 2. Photocopier lease					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		$21,000			$21,000

Description:

Idaho has been approved as part of the State Authorization Reciprocity Agreement (SARA) through the Western Interstate Commission for Higher Education (WICHE). SARA is an agreement among member states, districts and territories that establishes comparable national standards for interstate offering of postsecondary distance education courses and programs. It is intended to make it easier for students to take online courses offered by postsecondary institutions based in another state. SARA is overseen by a National Council and administered by four regional education compacts.

Any degree-granting institution based in the United States, holding proper authorization from Congress, a U.S. state or a federally recognized Indian tribe and holding accreditation from an accrediting association recognized by the U.S. Secretary of Education is eligible to apply to its home state to participate in SARA if that state is a SARA member. For more information: http://nc-sara.org/what-does-institution-do

Institutions that wish to apply for Idaho State Authorization must register by completing an application, paying a state fee to the Idaho State Board of Education and receive a confirmation of their authorization status. An institution seeking approval to operate under the terms and standards of SARA must meet the requirements of application. Idaho will be charging an application fee of $1,500.00. The application fee is due when application is submitted. Registrations for state approval are voluntary, however institutions can only apply to their home state. Private institutions operating out of multiple states apply to the state of their headquarters.

The following table is an estimate of the annual application fees for public, private and exempt institutions in Idaho. Possible uses of these funds include staffing to assist with complaints and to conduct investigations.

Institutions	FY15 Projected Fees
Boise Bible College	$ 1,500.00
Boise State University	$ 1,500.00
BYU Idaho	$ 1,500.00
College of Southern Idaho	$ 1,500.00
College of Western Idaho	$ 1,500.00
Eastern Idaho Technical College	$ 1,500.00
Idaho State University	$ 1,500.00
Lewis-Clark State College	$ 1,500.00
New Saint Andrews College	$ 1,500.00
North Idaho College	$ 1,500.00
Northwest Nazarene University	$ 1,500.00
The College of Idaho	$ 1,500.00
University of Idaho	$ 1,500.00
one additional institution	$ 1,500.00
Total	**$ 21,000.00**

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   Spending authority is requested in order to use the fees generated through this program. Staffing levels have not been estimated at this time and will be provided in August. The current Miscellaneous Funds spending authority is not sufficient for this new program.

2. What resources are necessary to implement this request?

   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      No FTP is requested at this time.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      It is unknown at this time the long-term human resource needs to review applications, respond to complaints and conduct investigations.

   c. List any additional operating funds and capital items needed.

      OSBE is requesting $21,000 in Miscellaneous Funds spending authority which is the total estimated amount of fees under the State Authorization Reciprocity Agreement.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

   $21,000 ongoing Miscellaneous Funds

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Idaho students will benefit by make it easier for them to take online courses offered by postsecondary institutions based in another state by establishing comparable national standards for interstate offerings of postsecondary distance education courses and programs.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   Not Applicable

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Idaho Public Television Agency No.: 520 FY 2016 Request
FUNCTION: Idaho Public Television Function No.: 01 Page _1_ of _3_
ACTIVITY: Activity No.: Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Idaho Experience**				Priority Ranking 1 of 1
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	3.0				3.0
PERSONNEL COSTS:					
1. Salaries	$161,600				$161,600
2. Benefits	66,600				66,600
3. Group Position Funding	25,000				25,000
TOTAL PERSONNEL COSTS:	$253,200				$253,200
OPERATING EXPENDITURES **by summary object:**					
1. Professional Services	$55,000				$55,000
2. Administrative Services	10,000				10,000
3. Travel / Specific Use Supplies	34,500				34,500
TOTAL OPERATING EXPENDITURES:	$99,500				$99,500
CAPITAL OUTLAY **by summary object:**					
1. Office Furniture	$3,000				$3,000
TOTAL CAPITAL OUTLAY:	$3,000				$3,000
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$355,700				$355,700

Supports institution/agency and Board strategic plans:

Goal 1 SBOE Goal 1 is a well-educated citizenry. IdahoPTV's objectives to meet this goal are to provide high quality television programming and new media content, and to provide relevant Idaho-specific information.

Description:

This year Idaho Public Television has a unique opportunity to capitalize on prospective support from private funders to offer Idahoans an in-depth look at our state's rich history. We are asking for base funds to move forward with plans to create a televised multi-media series that will bring to life the people and events which shaped our state's past and present. Similar to the PBS program, THE AMERICAN EXPERIENCE, the

ongoing series would be produced in a collaborative effort with the Idaho Historical Society and other educational institutions.

For the 2009 legislative session, both the State Board of Education and Governor Otter recommended funding for the Idaho Experience Line Item request. For the 2010 legislative session, this request was approved by the State Board of Education.

Questions:

1. What is being requested and why?

   Idaho Public Television proposes to preserve and enhance Idaho's heritage by producing two historical documentaries and related Web sites annually, and to make them available to students, teachers and the Idaho public. We will work closely with educators to align the series with Idaho's school curriculum and to present the material in ways that is both engaging and accurate. This is an exceptional opportunity for us to capture and examine the history of our state so that we can help educate and inform Idaho's citizens, both our youth and adults.

   To date, there are no other known efforts to produce comprehensive multi-media documentaries about influential Idahoans and the forces that shaped our state. Idaho Public Television is uniquely positioned to be able to take on such a task. Our past efforts to do so have produced award winning documentaries such as ASSASSINATION: IDAHO'S TRIAL OF THE CENTURY and the recently released CAPITOL OF LIGHT. Both films have been widely praised for their fascinating and comprehensive portrayal of Idaho's history.

   Using these programs as a template, each new documentary will be broadcast several times throughout the state, with unlimited off-air record rights for educational institutions. Enhanced DVDs and web-based media of the programs will be available to the Idaho Commission for Libraries for circulation to libraries throughout Idaho via interlibrary loan. The documentaries will be closed-captioned for the hearing impaired and a companion Web site will be developed to take the program beyond the television screen and enhance educational opportunities for Idaho's teachers and students.

   Working together with the Idaho State Historical Society and Idaho's universities and colleges, we will help to conserve Idaho's heritage by preserving valuable, unique documents and artifacts that are presently stored in the partners' collections but are unusable because of their fragile condition.

   In addition to State of Idaho contributions to this effort, Idaho Public Television will seek additional resources to enhance and expand this effort. As mentioned above, we have already been approached by funders interested in supporting this idea.

What is the agency staffing level for this activity and how much funding by source is in the base? N/A

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      PTV Producer/Director, pay grade L, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at $57,886; benefited with benefit costs estimated at $23,058, position ongoing.

      PTV Writer/Reporter/Producer, pay grade L, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at $57,886; benefited with benefit costs estimated at $23,058, position ongoing.

      PTV Director/Videographer, pay grade J, full-time, classified, anticipated hire date July 1, 2015, salary cost estimated at $45,781; benefited with benefit costs estimated at $20,443, position ongoing.

      Group Position at $25,000 to aid as an Associate Producer.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      The primary human resources that will be redirected are portions of time from the Executive Producer and Production Manager for oversight of the series. In addition, existing technical/engineering, promotional and administrative (primarily fiscal) personnel support. The series will utilize existing equipment, studios, production control, and editing suites. A vehicle would be needed to ensure travel was possible.

   c. List any additional operating funds and capital items needed.

      IdahoPTV will need new computers for use by the new positions along with workspace modifications. A vehicle is listed to accommodate the travel that will be needed. This series will be filmed throughout Idaho and some limited out-of-state locations.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumptions (e.g. anticipated grants, etc.).

   N/A

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   The population of Idaho would be impacted most. There are historical issues unique to Idaho that should be documented for a viewing audience. Idaho schools would be benefitted by the extensive Web site planned for this series and DVDs, web streaming, and on-air programming would be distributed by IdahoPTV. Certain programs from this series may have regional and national broadcast potential.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

AGENCY: Office of the State Board of Education	Agency No.:	523	FY 2016 Request
FUNCTION: Vocational Rehabilitation	Function No.:	02	Page ___ of __ Pages
ACTIVITY: Basic Grant	Activity No.:	02	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.01**	Title: **Counselor Salaries**				Priority Ranking 1 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries	$47,300	$3,200	$186,600		$237,100
2. Benefits	9,900	600	39,200		49,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	$57,200	$3,800	$225,800		$286,800
OPERATING EXPENDITURES **by summary object:**					
1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	$57,200	$3,800	$225,800		$286,800

Supports institution/agency and Board strategic plans:
Goal 2 Objective 5

Objective: IDVR will maintain a comprehensive system of personnel development (CSPD) standard for IDVR counselors.

Benchmark: Vocational Rehabilitation Counselors will maintain all CSPD standards for their position annually and all Vocational Rehabilitation Specialist positions will be incompliance with the agency's standard to reach CSPD in FFY 2014.

IDVR will have trouble meeting this standard without this increase because we are having trouble recruiting counselors that meet this standard because of the low salary. We lose many counselors to Health and Welfare agencies because their pay for equivalent positions start $3 an hour higher than ours.

Description:
IDVR is requesting funds to increase funding for our Vocational Rehabilitation Counselors (VRC) positions to a level that is still $1.50 an hours less than an equivalent position in Health and Welfare. IDVR will evaluate this effect and if it is still having difficulty retaining staff will request in the future a comparable salary to other state agencies with positions requiring a Master's in a similar field.

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
   IDVR has 68 VRCs and 8 Regional Managers in the agency, besides the other staff of the agency. These VRCs provide the most essential service IDVR offers Counseling and Guidance. It is critical for IDVR to achieve its goals that we have high quality VRCs. Unfortunately IDVR has had trouble hiring VRCs that meet the criteria as laid out in our Comprehensive System of Personnel Development that is a part of our State Plan that is submitted to the Rehabilitation Services Administration. Our VRCs are required to have or be able to sit to become Certified Rehabilitation Counselor (CRC). This requirement means that they have a Master's in Rehabilitation Counseling or a Master's in a similar field and 18 hours of graduate level studies in vocational rehabilitation. This severely limits our pool of candidates. In addition IDVR has lost many VRCs to other state agencies that pay substantially more for a similar education.

   Staffing level for this function is currently 76.0 FTP VR Counselors and Regional Managers at a cost of $5,297,000, split between $1,065,000 from general funds, $62,600 from dedicated funds and $4,169,400 from federal funds.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      IDVR currently has 76 non-classified positions in the field offices that would be impacted. Position titles are Vocational Rehabilitation Counselors and Regional Managers all of them full-time with benefits.

   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      No existing human resources will be redirected.

   c. List any additional operating funds and capital items needed.
      No additional operating funds or capital outlay is needed.

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

The federal grant is sufficient to fund up to 78.7% of this cost and those funds are currently being returned to the federal agency because the 21.3% non-federal share is insufficient.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   This request ultimately makes it so IDVR can serve our customers better. By being able to recruit and retain quality VRCs IDVR will reduce the impacts of overstaffed caseloads that result in diminished services as well as unnecessary changes between counselors that stagnates progress for the customer.

   If this request is not funded IDVR will face considerable difficulty recruiting and retaining VRCs throughout the state. We have already had a lot of difficulty hiring VRCs in certain parts of the state.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Office of the State Board of Education	Agency No.: 523	FY 2016 Request
FUNCTION: Vocational Rehabilitation	Function No.: 02	Page ___ of __ Pages
ACTIVITY: Basic Grant	Activity No.: 02	Original Submission _X_ or Revision No. ___

A: Decision Unit No: **12.02**	Title: **Additional grant funds**			Priority Ranking 2 of 3	
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1. Travel					
TOTAL OPERATING EXPENDITURES:					
CAPITAL OUTLAY **by summary object:** 1. PC and workstation					
TOTAL CAPITAL OUTLAY:					0
T/B PAYMENTS:			$1,200,000		$1,200,000
LUMP SUM:					
GRAND TOTAL			$1,200,000		$1,200,000

Supports institution/agency and Board strategic plans:

Goal 1 Objective 1

Objective: To provide customers with effective job supports including adequate job training to increase employement stability and retention..

Performance Measure: To enhance the level of job preparedness services to all customers.

Description:
IDVR is requesting $1,200,000 in Federal funds to have a sufficient amount of funds available to pay for assessment, training, tools, education, supplies, transportation, medical and other items to assist people with disabilities prepare for, secure, retain or regain employment.

Questions:
1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?
IDVR is requesting additional Federal funds to be able to meet the requirements of the Federal vocational rehabilitation program. In FY 2014 the Division's budget was reduced by $2 million dollars in Federal funds to more accurately reflect what the Division had actually spent on the program in FY 2012. However, services increased by 7% in FY 2013 and through March of 2014 services had increased another 13%. Without this increase the Division may not be able to meet the current requirements of the Vocational Rehabilitation program. If that was the case then IDVR would need to adjust how the program operates in Idaho and would not be able to serve all those who need service.

1. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.
      None
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.
      None
   c. List any additional operating funds and capital items needed.
      None

2. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).
   IDVR has not been using all of the Federal funds allocated to the State, but has been remitting available funds back to the Federal Government. The $1.2 million in Federal funds is available to be used for this purpose.

3. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?
   This request will allow IDVR to continue to serve all of our customers without limiting available services.

4. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

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AGENCY: Idaho State Council for the Deaf and Hard of Hearing (CDHH) Agency No.: 523 FY 2016 Request
FUNCTION: CDHH Administration Function No.: 01 Page 1 of 4 Pages
Original Submission _X_ or
ACTIVITY: CDHH Activity No.: Revision No. ___

A: Decision Unit No:	Title: **Communication/Outreach**				Priority Ranking 3 of 3
DESCRIPTION	**General**	**Dedicated**	**Federal**	**Other**	**Total**
FULL TIME POSITIONS (FTP)	1.00				1.0
PERSONNEL COSTS:					
1. Salaries	50,800				50,800
2. Benefits	19,700				19,700
3. Group Position Funding					
TOTAL PERSONNEL COSTS:	70,500				70,500
OPERATING EXPENDITURES **by summary object:**					
1. Travel	2,300				2,300
2. Communication Accommodations	10,000				10,000
3. Cell phone	1,200				1,200
4. Office lease	2,400				2,400
TOTAL OPERATING EXPENDITURES:	15,900				15,900
CAPITAL OUTLAY **by summary object:**					
1. PC and workstation set-up	3,400				3,400
TOTAL CAPITAL OUTLAY:	3,400				3,400
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL	89,800				89,800

Questions:

1. What is being requested and why? What is the agency staffing level for this activity and how much funding by source is in the base?

   The Council for the Deaf and Hard of Hearing is requesting one (1) additional FTE identified as Communication and Outreach Coordinator. The Council for the Deaf and Hard of Hearing is a unique state agency following its mission of being "*Dedicated to making Idaho a place where persons, of all ages, who are deaf or hard of hearing have an equal opportunity to participate fully as active, productive and independent citizens.*" Using the formula of 13% provided by the Gallaudet Research Institute, an estimated 203,785 people in Idaho have hearing loss:

Total Idaho Population	1,567,582
Total Hearing Loss	203,785 (13%)
Severe Hearing Loss	34,486 (2.2%)
Profound Hearing Loss (deaf)	3,448 (.22%)

Currently, there are only **2** FTE's working for the Council, the Executive Director and an Administrative Assistant. With the establishment of Idaho Sound Beginnings (newborn hearing screening) children who have hearing loss are being identified earlier, baby-boomers are increasing and veterans are returning to civilian life. The aforementioned causes the need for an additional staff member to provide specific functions for the Council. The role of the Communication and Outreach Coordinator would be to increase awareness of the Council's role, services and programs throughout the state of Idaho. Strategies may include developing collaborations with community organizations, staffing exhibit tables at expos, providing training sessions, developing and disseminating information and resources, and managing external and internal communications.

One-time funds for initial office set up as desk, chair, desktop/laptop computers, monitors, warranties, and docking station is also being requested.

Currently there is no agency staffing for this position and no funding by source is in the base.

2. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire, and terms of service.

      The title of this position is: Communications and Outreach Coordinator
      Pay Grade: K
      Full Time Status
      Full Benefits
      Anticipated Date of Hire: July 1, 2016
      Terms of Service: NA
   b. Note any existing human resources that will be redirected to this new effort and how existing operations will be impacted.

      Existing Human Resources would be redirected to hire candidate. If this position were approved and funded, it would allow the two current staff members to spend 100% of their time on their assigned duties.

      Currently the Executive Director and Administrative Assistant are the only staff involved in providing information, workshops, presentations, and everyday operations of the Council. This position would relieve some of the

burdens of the current staff to provide the necessary services dictated by Idaho Code Chapter 13, Title 33

c. List any additional operating funds and capital items needed.

Additional operating funds:

Office lease $200/mo	$ 2,400.00 annually
Cell Phone	$ 1,200.00 annually
Overnight travel ~ 10 x ~ 80	$ 800.00 annually
Per Diem ~ 20 x 33.00	$ 660.00 annually
Flights ~ 2 @ $400	$ 800.00 annually
Communication/accommodation svs	$10,000.00 annually
TOTAL Additional Operating Funds	**$15,860.00**

Capital Items

Desk	$740.00
Chair	$570.00
Desktop	$650.00
Desktop Warranty	$ 60.00
Laptop	$970.00
Laptop Warranty	$100.00
Docking Station	$160.00
Monitors	$156.00 Each
Total Capital Funds	**$3,406.00**

3. Please break out fund sources with anticipated expenditures in the financial data matrix. (Please separate one-time vs. ongoing requests.) Non-General funds should include a description of major revenue assumption(s) (e.g. anticipated grants, etc.).

Ongoing request	$86,400
One Time request	$ 3,400.00

All funds will be from General Funds. There are no expectations of additional grant monies or federal monies. There are no external funding available that is in line with the objectives, mission and responsibilities/duties of the Council.

If the request is not funded, CDHH will be unable to fully utilize the collaborative relationship with community organizations, local and state governmental entities, and proactively develop a presence for our Council and the programs and services provided.

4. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

   Idaho policymakers, the legislators, local, state agencies, businesses, and the 203,785 deaf and hard of hearing citizens will be served by this request. We anticipate the population to grow. This request allows for areas that are not currently served by the limited staff of CDHH to be included in the mission of the Council.

   It has been over 23 years, since the inception of the Council, without any significant increase in FTE that serves the constituents and/or stakeholders directly. For the past two decade the deaf and hard of hearing population grew and assimilated much more deeply into the society more than ever before which demands more information and resources. The current staff finds it very difficult meeting the growing demands.

   If this request is not funded, Idaho's deaf and hard of hearing population will continue to be underserved.

5. If this is a high priority item, list reason why unapproved Line Items from the prior year budget request are not prioritized first.

   N/A. No request for FTE was presented on our line item last year.

Attach supporting documentation sufficient enough to enable the Board, Division of Financial Management, and the Legislative Budget Office to make an informed decision.

SUBJECT

Board Policy V.R. – Establishment of Fees – first reading

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Board policy allows special course fees and assessments as follows:

A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as: student orientation fees (when assessed to only those who register to participate), penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.

According to current Board policy, it appears the intent of course fees is to cover the costs for specific courses in which students are enrolled or registered, continuing education, and fines.

Beginning in 2012, the Audit Committee (and the institutions' internal auditors at the behest of the committee) started reviewing how the institutions use course fees. For each institution, the Committee reviewed a list of all course fees and assessments, reviewed the policies and procedures used to approve course fees, and examined approval documentation for a sample of specific course fees. The table below shows a history of revenues generated from course fees and assessments and the percentage of those fees to total net fees. The table also calculates the revenues per headcount. While the revenue generated from course fees as a percentage of total net fees has not grown, the revenue generated per headcount has gone up considerably.

Special Course Fees and Assessments					
	2008	2009	2010	2011	2012
BSU Course Fees	$ 4,389,731	$ 5,123,880	$ 5,539,250	$ 6,299,844	$ 6,680,310
BSU Total Net Fees	71,582,436	78,910,915	78,222,523	92,808,614	99,062,505
BSU Fees/Net Fees	6.1%	6.5%	7.1%	6.8%	6.7%
BSU Headcount	19,542	19,670	18,936	19,993	19,664
Course Fees per HC	$ 225	$ 260	$ 293	$ 315	$ 340
ISU Course Fees			$ 3,765,877	$ 3,980,264	$ 4,923,950
ISU Total Net Fees			57,721,128	62,525,361	72,360,828
ISU Fees/Net Fees			6.5%	6.4%	6.8%
ISU Headcount	13,362	12,644	13,493	12,595	12,587
Course Fees per HC	$ -	$ -	$ 279	$ 316	$ 391
UI Course Fees	$ 5,379,919	$ 5,941,235	$ 6,172,802	$ 6,605,145	$ 6,908,810
UI Total Net Fees	58,017,484	60,702,738	65,097,956	78,626,119	87,673,932
UI Fees/Net Fees	9.3%	9.8%	9.5%	8.4%	7.9%
UI Headcount	11,636	11,791	11,957	12,302	12,312
Course Fees per HC	$ 462	$ 504	$ 516	$ 537	$ 561
LCSC Course Fees	$ 899,324	$ 994,589	$ 1,247,525	$ 1,368,214	$ 1,384,626
LCSC Total Net Fees	10,330,711	10,632,306	11,968,980	13,791,766	14,996,481
LCSC Course/Net Fees	8.7%	9.4%	10.4%	9.9%	9.2%
LCSC Headcount	3,269	3,334	3,521	3,822	3,761
Course Fees per HC	$ 275	$ 298	$ 354	$ 358	$ 368

The Audit Committee and internal auditors made the following observations in the course of their review of course fees:

- Course fees should not be charged to offset the loss of a department's appropriated state General Funds or other funding sources.

- Course fees should be directly related to the academic activities. Professional-Technical Education courses may also be eligible.

- Course fees are charged for optional facilities as well as required labs. An example of an optional facility is a computer lab with special software for computer science students. All computer science students are charged the course fee whether they use the lab or not. An example of a required lab is a Biology 101 lab in which a student is concurrently enrolled with a Biology 100 lecture course. The Committee determined an approach to differentiate special courses from department operations was to only assess a fee when the student voluntarily enrolls in the course.

- Course fees are being charged for instructional and administrative costs. In some instances, blanket course fees are charged for all physical education (P.E.) students in addition to course fees for specific P.E. classes. The Committee determined only direct costs, including

personnel, should be included in the expenses covered by course fees. Personnel costs could include a lab manager or instructor. An example where the cost of an instructor could be covered by course fees is an adjunct providing private instruction to a student in a separate, distinct course (e.g. piano or voice lessons). The Committee determined the cost of administrative and clerical support or other indirect overhead costs should not be included in the expenses covered by special course fees.

- Course fees are not always segregated in order to maintain balances for the specific courses. This makes it impossible to determine whether revenue from one special course is subsidizing other special courses or programs. This also makes it difficult to determine if excess balances are being maintained.

- Approval of course fees are not always made by the president or provost of the institution as required in Board policy. Documentation is not always maintained on all approved course fees, and many course fees are not reviewed periodically to ensure their efficacy.

In revising Board policy for special course fees, staff determined assessments needed to be addressed at the same time. In addition to a list of special course fees, each institution provided the Audit Committee a list of assessments. One list included 70 separate fees. Assessments include fees for applications (including separate fees for graduate, undergraduate, domestic, international, nursing, and study abroad), orientations, challenges, withdrawals, testing, transcripts, graduation, diploma, placement, permits, and also late fees, fines, lost card, and service charges. At one time, many of the costs for these functions were included in an institution's operating budget and covered by either state General Funds or Board approved fees. By expanding the number of assessments to pay for these functions, more fees are outside the Board's purview which begins to erode the Board's statutory role and authority to set tuition and fees. The revisions to Board policy allow for a small number of functions to be covered by assessments: undergraduate application fee, graduate application fee, graduation/diploma fee, transcripts, and permits (e.g. parking permit). All other functions would need to be covered by the departments' operating budget and will limit the growth of assessments which will provide more transparency to students. Fines are addressed separately and may be assessed for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

IMPACT

The raw number of course fees being assessed is significant. For example, one institution now has over 1,400 special course fees. The committee reviewed the justification of course fees assessed at the college and universities and found it was difficult to determine whether specific course fees were following Board policy and being used for the purpose for which they were originally intended. This also made it difficult for the institutions' internal auditors to audit the course fees. As such, the committee determined the best approach was to clarify and revise Board policy so management can review their course fees, followed by an

internal audit assessment.

ATTACHMENTS

Attachment 1 – Section V.R. – First Reading Page 5

STAFF COMMENTS AND RECOMMENDATIONS

In April of each year, the Board sets the dollar amount and percentage increase of the full-time tuition and fees at each institution including the Technology, Facility and Activity fees. In doing so, the Board has an expectation that the Board-approved rate represents the sticker price for the average student. As seen in the table above, each institution has steadily increased its revenues from institution-approved course fees and assessments.

The revisions clarify what can be charged for course fees and assessments, the Board will have better control over the annual increase in overall student fees and it will provide more transparency to students of the all-in cost of their education. Specifically, the revisions provide that all fees assessed by the institutions shall be approved by the Board except those expressly delegated to the institution including: 1) Continuing Education, 2) Course Overload Fee, 3) Special Course Fees, and 4) Fines.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, with all revisions as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

1. Board Policy on Student Tuition and Fees

   Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

   a. Initial Notice

      A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

      Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

      The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

   b. Board Approval

      Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

   c. Effective Date

      Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all of the state colleges and universities, except where limited to a particular institution or institutions. It is the intent of the Board that all tuition and fees assessed are approved by the State Board of Education except those expressly delegated to the institution under Subsection R.3.c.

a. General and Professional-Technical Education Tuition and Fees

Tuition and fees approved by the State Board of Education. Revenues from these fees are deposited in unrestricted current fund 0650.

i. Tuition fees – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition fees are the fees charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis Clark State College. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

ii. Professional-Technical Education Fee

Professional-Technical Education fee is defined as the fee charged for educational costs for students enrolled in Professional-Technical Education pre-employment, preparatory programs.

iii. Part-time Credit Hour Fee

Part-time credit hour fee is defined as the fee per credit hour charged for educational costs for part-time students enrolled in any degree program.

iv. Graduate Fee

Graduate fee is defined as the additional fee charged for educational costs for full-time and part-time students enrolled in any post- baccalaureate degree-granting program.

v. Western Undergraduate Exchange (WUE) Fee

Western Undergraduate Exchange fee is defined as the additional fee for full-time students participating in this program and shall be equal to fifty

percent (50%) of the total of the tuition fee, facility fee, technology fee and activity fee.

vi. Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Professional-Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

vii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution, subject to Board approval. Eligibility shall be determined by each institution.

viii. In-Service Teacher Education Fee

The fee shall not exceed one-third of the average part-time undergraduate credit hour fee or one-third of the average graduate credit hour fee. This special fee shall be applicable only to approved teacher education courses. The following guidelines will determine if a course or individual qualifies for this special fee.

a) The student must be an Idaho certified teacher or other professional employed at an Idaho elementary or secondary school.

b) The costs of instruction are paid by an entity other than an institution.

c) The course must be approved by the appropriate academic unit(s) at the institution.

d) The credit awarded is for professional development and cannot be applied towards a degree program.

ix. Workforce Training Credit Fee

This fee is defined as a fee charged students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcripting the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the

courses are retained by the technical colleges. The Workforce Training fee shall be $10.00 per credit.

b. Institutional Local Fees – Approved by the Board

Institutional local fees are both full-time and part-time student fees that are approved by the State Board of Education and deposited into local institutional accounts. Local fees shall be expended for the purposes for which they were collected.

The facilities, activity and technology fees shall be displayed with the institution's tuition and fees when the Board approves tuition and fees.

i. Facilities Fee

Facilities fee is defined as the fee charged for capital improvement and building projects and for debt service required by these projects. Revenues collected from this fee may not be expended on the operating costs of the general education facilities.

ii. Activity Fee

Activity fee is defined as the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students. The activity fee shall not be charged for educational costs or major capital improvement or building projects. Each institution shall develop a detailed definition and allocation proposal for each activity for internal management purposes.

iii. Technology Fee

Technology fee is defined as the fee charged for campus technology enhancements and operations (e.g., internet and web access, general computer facilities, electronic or online testing, and online media).

iv. Professional Fees

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

a) Credential or Licensure Requirement:

1) A professional fee may be assessed for an academic professional program if graduates of the program obtain a specialized higher

education degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing is required. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master's, specialist or doctoral degree as defined in policy III.E.1.

2) The program leads to a degree where the degree is at least the minimum required for entry to the practice of a profession.

b) Accreditation Requirement: The program:
1) Is accredited,
2) is actively seeking accreditation if a new program, or
3) will be actively seeking accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

c) Extraordinary Program Costs: Institutions will propose professional fees for Board approval based on the costs to deliver the program. An institution must provide clear and convincing documentation that the cost of the professional program significantly exceeds the cost to deliver non-professional programs at the institution. A reduction in appropriated funding in support of an existing program is not a sufficient basis alone upon which to make a claim of extraordinary program costs.

d) The program may include support from appropriated funds.

e)The program is consistent with traditional academic offerings of the institution serving a population that accesses the same activities, services, and features as regular full-time, tuition-paying students.

f) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.

g) Once a professional fee is initially approved by the Board, any subsequent increase in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

v. Self-Support Academic Program Fees

a) Self-support programs are academic degrees or certificates for which students are charged program fees, in lieu of tuition. For purposes of this fee, "academic" means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for an academic certificate, baccalaureate, master's, specialist or

doctoral degree. To bring a Self-support program fee to the Board for approval, the following criteria must be met:

1) An institution shall follow the program approval guidelines set forth in policy III.G.
2) The Self-support program shall be a defined set of specific courses that once successfully completed result in the awarding of an academic certificate or degree.
3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
4) No appropriated funds may be used in support of Self-support programs. Self-support program fee revenue shall cover all direct costs of the program. In addition, Self-support program fee revenue shall cover all indirect costs of the program within two years of program start-up.
5) Self-support program fees shall be segregated, tracked and accounted for separately from all other programs of the institution.

b) If a Self-support program fee is requested for a new program, an institution may fund program start-up costs with appropriated or local funds, but all such funding shall be repaid to the institution from program revenue within a period not to exceed three years from program start-up.
c) Once a Self-support program fee is initially approved by the Board, any subsequent increase in a Self-support program fee shall require prior approval by the Board.
d) Institutions shall audit Self-support academic programs every three (3) years to ensure that program revenue is paying for all program costs, direct and indirect, and that no appropriated funds are supporting the program.
e) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

vi. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

vii. Student Health Insurance Premiums or Room and Board Rates

Fees for student health insurance premiums paid either as part of the uniform student fee or separately by individual students, or charges for room and board at the dormitories or family housing units of the institutions. Changes in insurance premiums or room and board rates or family housing charges shall be approved by the Board no later than three (3) months prior to the semester the change is to become effective. The Board may delegate the approval of these premiums and rates to the chief executive officer.

viii. New Student Orientation Fee

This fee is defined as a mandatory fee charged to all first-time, full-time students who are registered and enrolled at an institution. The fee may only be used for costs of on-campus orientation programs such as materials, housing, food and student leader stipends, not otherwise covered in Board-approved tuition and fees.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

These local fees and charges are assessed to support specific activities and are only charged to students that engage in these particular activities. Local fees and charges are deposited into local institutional accounts or unrestricted current fund 0650 and shall only be expended for the purposes for which they were collected.

i. Continuing Education

Continuing education fee is defined as the additional fee to part-time students which is charged on a per credit hour basis to support the costs of continuing education.

ii. Course Overload Fee

This fee may be charged to full-time students with excessive course loads as determined by each institution. Revenue from this fee is deposited in unrestricted current fund 0650.

iii. Special Course Fees ~~or Assessments~~

a. Special course fees may only be assessed to cover the direct costs of the unique, additional, and necessary expenses of the course. This may include personnel costs for a lab manager or instructor. The costs for a lab manager dedicated to multiple labs shall be allocated proportionally to multiple special course fees. An example of unique instructor costs could include an adjunct providing private instruction to a student in a separate, distinct course (e.g. piano or voice lessons). A special course fee shall not subsidize other courses, programs, or operations.

b. A course fee shall not be used to pay a cost that the institution would ordinarily budget and pay for had the special course never existed (e.g., technology support staff, fiscal staff, administrative support staff, copy machines, phone/fax/email/internet systems, general office supplies, etc.).

c. Special course fees shall be directly related to academic programming. Likewise, special course fees for professional-technical courses shall be directly related to the skill or trade being taught.

d. A special course fee shall only be assessed when a student enrolls in a required or corequisite course. (For example, a separate Biology 101 lab would be considered a special course when a student enrolls in the lab at the same time the student enrolls in the Biology 100 lecture course.) A special course fee shall not be assessed for general facilities not requiring specific enrollment. (For example, a special course fee would not be allowed to be charged to all computer science students for a computer lab housed in the computer science department.)

e. Special course fees shall not be commingled with other monies in a manner that precludes an accurate and separate accounting of which costs are directly attributed to the special course fee. The institution shall not maintain an unreasonable fund balance for any special course fee without justification. The balance of each special course fee shall be reviewed annually with an institution audit every three (3) years.

f. The institution shall maintain a system of internal controls providing reasonable assurance that: (1) special course fees are necessary and reasonable; (2) special course fees continue to be necessary over time; and (3) special course fee revenue is used for the purpose for which the fee was originally intended.

~~A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as: student orientation fees (when assessed to only those who register to participate), penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees.~~ All special course fees~~ or penalty assessments~~, or changes to such special course fees~~ or assessments~~, are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these special course fees to the Board upon request.

iv. Processing Fees and Permits

Processing fees shall be limited to the following: undergraduate application fee, graduate application fee, graduation/diploma fee, transcripts. Fees for permits (e.g. parking permit) may also be assessed.

v. Fines

Fines may be assessed for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

All fines, or changes to such fines, are established and become effective in the amount and at the time specified by the chief executive officer. The chief executive officer is responsible for reporting these fines to the Board upon request.

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SUBJECT

Board policy V.T. – Fee Waivers – first reading

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.T. and V.R.
Idaho Code § 33-3717C

BACKGROUND / DISCUSSION

Staff and the institutions have developed a report showing all fee waivers and discounts ("waivers") which will be included for the first time with the fee hearing information. The report lists the Board policy section associated with each waiver listed. As noted in the report, however, some of the "waivers" do not have specific Board authority. Idaho Code only authorizes the Board to grant a full or partial waiver of tuition or fees for nonresident students. Three of the "waivers" listed in the report are for the benefit of resident students and therefore are not allowed under law.

After consultation with the institutions, the Business Affairs and Human Resources Committee recommended revising Board policy to allow for contracts or agreements approved by the Board and then to authorize those agreements currently in place (but not covered by Board policy) as special fees.

IMPACT

For FY 2013, the dollar value of the three "waivers" in question was $208,925.

The institutions provided additional information for the waivers under agreements and those documents have been provided as attachments to this agenda.

The University of Idaho agreement with Battelle Energy Alliance provides an annual fee to UI for providing education to employees of the Idaho National Laboratory.

The University of Idaho agreement with Brigham Young University-Idaho (BYUI) provides for students at either University of Idaho – Idaho Falls or BYUI to take one course at the other campus free of tuition.

ATTACHMENTS

Attachment 1 – Fee and Tuition Waivers Report – FY 2013 Page 3
Attachment 2 – Board policy V.T. – first reading Page 5
Attachment 3 – University of Idaho – Battelle Energy Alliance Page 7
Attachment 4 – University of Idaho – BYUI Page 29

STAFF COMMENTS AND RECOMMENDATIONS

The revisions to Board policy as outlined in Attachment 2 will provide a mechanism for institutions to come to the Board to approve agreements unique

and outside the general list of special fees and nonresident tuition waivers authorized and enumerated in policy V.R. and V.T.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy V.T. Fee Waivers, with all revisions as presented in Attachment 2.

Moved by_____ Seconded by_____ Carried Yes____ No____

BOARD ACTION

I move to approve the following special fees:

Students attending multiple Idaho public institutions
Idaho National Laboratory (UI)
BYU-Idaho - University of Idaho

Moved by_____ Seconded by_____ Carried Yes____ No____

Idaho College and Universities
Fee and Tuition Waivers
Fiscal Year 2013

		Policy Section	BSU	ISU	UI	LCSC	Total
1	**Board Policy Tuition Waivers, Policy Section V.T.**						
2	Nonresident Graduate/Instructional Assistants	SBOE V.T.2.a	$1,493,967	$1,699,200	$4,732,783		$7,925,950
3	Nonresident Intercollegiate Athletics	SBOE V.T.2.b	$2,280,989	$1,604,010	$2,350,693	$1,234,194	$7,469,886
4		Nonresident Fee	$11,440	$11,800	$12,788	$9,914	11,486
5	Policy: Universities - 225, LCSC 110	Equivalent FTE	199	136	184	124	163
6							
7	**Waivers Subject to 6% Limitation**	SBOE V.T.2.c	$9,141,166	$3,764,535	$7,907,133	$433,618	$21,246,452
8	Annual FTE	Student FTE	16,694	10,826	10,436	2,938	40,895
9		Nonresident Fee	$11,440	$11,800	$12,788	$9,914	11,486
10	Equivalent FTE Waivers subject to 6% Limitation	Equivalent FTE	4.8%	2.9%	5.9%	1.5%	4.5%
11							
12	**Other Board Policy Exchange Programs**						
13	Exchange Student Waivers (1)	SBOE V.T.2.d	$0	$100,300	$370,878	$0	$471,178
14	WICHE - Western Regional Graduate Program	SBOE V.T.2.e	$0	$404,830	$0	$0	$404,830
15	Western Undergraduate Exchange (2)	SBOE V.R.3.a.v	$4,448,703	$1,068,657	$5,685,755	$317,237	$11,520,352
16	**Total Other Board Policy Exchange Programs**		**$4,448,703**	**$1,573,787**	**$6,056,633**	**$317,237**	**$12,396,360**
17							
18	**Total Board Policy Tuition Waivers**		**$17,364,825**	**$8,641,532**	**$21,047,242**	**$1,985,049**	**$49,038,648**
19	**Other Waivers and Discounts**						
20	Staff and Spouse Fees	SBOE V.R.3.a.vi	$938,509	$1,743,440	$947,623	$138,000	$3,767,572
21	Senior Citizen Fees	SBOE V.R.3.a.vii	$447,114	$327,728	$136,175	$85,201	$996,218
22	Dependent Fees	SBOE V.R.3.a.vi	$324,819		$243,662		$568,481
23	In-Service Teacher Education Fee	SBOE V.R.3.a.viii	$1,077,639	$944,698	$866,745	$64,896	$2,953,978
24	Staff, Spouse, Dependent Fees of other Idaho institution	SBOE V.R.3.a.vi	$3,176	$392,555	$101,401	$74,900	$572,032
25	Students attending multiple Idaho sister institutions				$16,973		$16,973
26	Idaho National Laboratory				$190,086		$190,086
27	BYU-UI				$1,866		$1,866
28	EDA-Nez Perce Tribe	1969 approval				$36,836	$36,836
29	**Total Other Waivers and Discounts**		**$2,791,257**	**$3,408,421**	**$2,504,531**	**$399,833**	**$9,104,042**
30	**Total FY13 Waivers and Discounts**		**$20,156,082**	**$12,049,953**	**$23,551,773**	**$2,384,882**	**$58,142,690**
31	FY13 Gross Student Fees		133,137,162	100,234,779	109,847,802	21,527,166	364,746,909
32	FY13 Net Student Fees from Operating Revenue per audited F/S		106,593,359	73,937,311	82,657,950	14,678,929	277,867,549
33	FY13 Scholarship Discounts & Allowances per audited F/S		22,095,100	24,723,681	21,133,219	6,531,000	74,483,000
34	Student Fee Revenue related to Exchange Program Discounts		4,448,703	1,573,787	6,056,633	317,237	12,396,360
35	Percentage of Total Gross Student Fees Waived or Discounted		15.14%	12.02%	21.44%	11.08%	15.94%

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1. Purpose and Authority for Fee/Tuition Waivers

   a. Definition

      A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

   b. Purpose
      The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

      i. The enhancement of education opportunities for Idaho residents;
      ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
      iii. To contribute to the quality of educational programs; and
      iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education.

   c. Authority
      An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. ~~Special fees are not defined as a fee waiver.~~ Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

2. Waiver of Nonresident Fees/Tuition

   Nonresident fees/tuition may be waived for the following categories:

   a. Graduate/Instructional Assistants

      Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

   b. Students Participating in Intercollegiate Athletics

      For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester and, Lewis-Clark State College is authorized up to one hundred ten (110) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

c. Waivers to Meet Other Strategic Objectives

The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:

i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.

d. National Student Exchange Program - Domestic

Waivers are authorized for nonresident students participating in this program.

e. Western Interstate Commission for Higher Education

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.

f. Institution Agreements

An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

MGK713
Replace front page w/ this one.

INL FORM
PROC-1811
08/30/2010

RELEASE NO. 00127 UNDER BLANKET MASTER CONTRACT NO. 00042246
BATTELLE ENERGY ALLIANCE, LLC (BEA)
2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415
OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

To: University of Idaho
Office of Sponsored Programs
~~P.O. Box 443020~~ 875 Perimeter Dr., MS 3020
Moscow, ID 83844-3020

Effective Date: 10/01/2013

To: Vicki Russell

Completion Date: 09/30/2014

1. **STATEMENT OF WORK**

   1.1. University of Idaho (Subcontractor) shall furnish the services as described in the Statement of Work in Applicable Documents 3.1, and in accordance with the requirements, terms and conditions specified or referenced in this Release.

2. **RESOURCES**

   2.1. The Subcontractor shall provide all resources, e.g., materials, labor, equipment, necessary to fulfill the requirements of this Release, except as otherwise specified.

3. **APPLICABLE DOCUMENTS** The following documents are incorporated into, and become a part of, this Release:

   3.1. Statement of Work entitled, "Idaho National Laboratory/University of Idaho Employee Education Program (FY-2014)," SOW-11133, dated 10/01/2013, Attachment 1.

   3.2. Form 540.33, "Change Request."

4. **TERMS AND CONDITIONS**

   4.1. The terms and conditions of Blanket Master Contract No. 00042246, except as modified herein, are hereby incorporated by this reference.

   4.2. Certification of Eligibility: Subcontractor, by entering into this Release, certifies that it is not debarred, or proposed for debarment, by the Federal Government. Disclosure that Subcontractor was debarred, suspended, or proposed for debarment, by the Federal

Subcontract Administrator: Ben Louderback	**Telephone:** (208) 526-1157	**Cost:** $1,656,634.00
Ship via: N/A	**F.O.B./Trans.:** N/A	**Cash Terms:** Net 30 Days
Ship To: N/A	**Billing:** Accounts Payable. Send invoice in .pdf format to acctpay@inl.gov, ACH and W-9 to Vendorinfo@inl.gov; or Mail to: P.O. Box 1625, Idaho Falls, ID 83415-3117 Attn: Release No. 00127 under Blanket Master Contract No. 00042246	
	Signed: Robert T. Crowton — Digitally signed by Robert Crowton DN: cn=Robert Crowton, o=Procurement Services, ou=Manager - Service Acquisitions, email=robert.crowton@inl.gov, c=US Date: 2014.01.30 10:36:39 -07'00' — Date	
	Title: Manager, Service Acquisitions	
	Signed: (Subcontractor's Official) — 2/7/14 Date	
	Title: Polly Knutson, Director for Research Administration University of Idaho	
(BEA Use Only)	Return one signed copy of this Release to Ben Louderback under Blanket Master Contract No. 00042246 to Ben Louderback VR 2-7-14	

Government on or before the effective date of this Release shall constitute an additional basis for termination.

4.3. IRS Forms: Pursuant to U.S. tax law, BEA is required to report certain payments to the Internal Revenue Service (IRS). The Subcontractor agrees to furnish a completed IRS Form W-9, (for U.S. persons), W-8 (for non-U.S. persons) or other applicable IRS form to BEA prior to any request for payment. Forms can be accessed at http://www.irs.gov/app/picklist/list/formsInstructions.html. (W-9 form can be accessed at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3) Forms may be submitted electronically to: Vendorinfo@inl.gov or faxed to (208) 526-8240.

4.4. Tax Reporting: In addition to the Federal, State and Local Tax requirements the Subcontractor is reminded of its obligation to comply with tax reporting requirements, including the reporting of assets that may be subject to any personal property or transient personal property tax. Subcontractor should be aware that the geographical boundaries of the INL encompass multiple counties. A map of counties within the INL boundaries is available at https://inlportal.inl.gov/portal/server.pt/community/procurement/346/documents_and_forms.

4.5. Supplier Performance Evaluation (SPES): BEA evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status.

4.6. Byrd Amendment: Subcontractor shall comply with FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions.

4.7. Technical Changes: Technical changes to the Release are authorized only upon receipt and acceptance of Form 540.33, Change Request or Contract Amendment.

4.8. Cooperation with the Office of Inspector General (OIG): The Subcontractor must ensure that all their employees understand that they must:

4.8.1. Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so required by an employee of the OIG so designated to take affidavits or sworn statements.

4.8.2. Not impede or hinder another employee's cooperation with the OIG.

4.8.3. Ensure that reprisals are not taken against employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

5. ORDER OF PRECEDENCE

5.1. In the event of any inconsistency between provisions of this Release, the inconsistency shall be resolved by giving precedence as follows:

5.1.1. Release Change documents, if any

5.1.2. Release

5.1.3. Statement of Work

5.1.4. Other provisions of this Release, whether incorporated by reference or otherwise.

5.2. Subcontractor shall notify BEA prior to performing work based on resolution of an inconsistency by the order of precedence set forth herein.

6. **ESTIMATED COST**

6.1. The total estimated cost of this Release is $1,656,634.00.

6.2. Contract Courses/Administration: The ceiling price for Contract Courses and Contract Administration is $1,474,323.00. The Subcontractor shall be paid for contract courses and administration in performance of the Statement of Work up to this ceiling, as proposed in the cost proposal. Notification shall be provided to BEA when the Contract Courses/ Administration cost is within 75% of the ceiling provided herein.

6.3. Support Courses: The ceiling price for Support Courses is $182,311.00. The Subcontractor shall be paid for support courses in performance of the Statement of Work up to this ceiling, as proposed in the cost proposal. Notification shall be provided to BEA when the Support Courses cost is within 75% of the ceiling provided herein.

6.4. An increase in in the ceiling for either Contract Courses/Administration and/or Support Courses must have BEA's concurrence, evidenced by written Modification to this Contract in advance of the Subcontractor exceeding the cost ceiling.

6.5. Invoicing:

6.5.1. Submittal of an invoice constitutes Subcontractor's certification that services have been provided, and invoiced amounts are in accordance with the Release provisions.

6.5.2. Unless otherwise authorized in the Release, invoices may not be submitted more than once per calendar month.

6.5.3. Invoices shall indicate the cumulative amount invoiced to date.

6.5.4. Invoices shall be submitted electronically in .pdf format to acctpay@inl.gov.

6.6. Indirect cost shall be in accordance with the negotiated rate agreement with the Department of Health and Human Services, dated 12/09/2010.

7. **COMPLETION DATE**

7.1. This Release shall be in effect through 09/30/2014.

8. **ADMINISTRATION**

8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Vicki Russell, who will have overall technical direction of the work to be performed by Subcontractor and shall be available at all reasonable times in connection therewith.

8.2. Administrative and Legal Jurisdiction: Unless the Subcontractor is otherwise notified in writing, BEA's responsibilities under this action shall be administered by Ben Louderback, Subcontract Administrator, or another authorized Subcontract Administrator named herein or Procurement Manager.

8.3. Technical Representative: All work performed under this Release shall be subject to the technical direction of Julie Hart at (208) 526-9087.

8.4. Notices: Any notice provided for this action shall be considered as having been given: To BEA, if mailed electronically via e-mail (Elise.Miller@inl.gov) or fax, or if delivered personally to Elise Miller, or if mailed by U. S. Mail addressed to Elise Miller, Battelle Energy Alliance, LLC, 2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415; or to the

Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at Office of Sponsored Programs, P.O. Box 443020, Moscow, ID 83844-3020.

Attachment 1
Contract No. 00042246 00127
Document ID: SOW-11133
Revision ID: 0
Effective Date: 10/01/2013

Statement of Work

IDAHO NATIONAL LABORATORY/ UNIVERSITY OF IDAHO EMPLOYEE EDUCATION PROGRAM (FY-2014)

Idaho National Laboratory

INL is a U.S. Department of Energy National Laboratory operated by Battelle Energy Alliance.

Idaho National Laboratory

IDAHO NATIONAL LABORATORY/UNIVERSITY OF IDAHO EMPLOYEE EDUCATION PROGRAM (FY-2014)	Identifier: SOW-11133 Revision: 0 Effective Date: 10/01/2013 Page: 2

REVISION LOG

Rev.	Date	Affected Pages	Revision Description
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1. INTRODUCTION

1.1 Background

Battelle Energy Alliance (BEA), LLC, the current Management and Operating Contractor for the Idaho National Laboratory (INL), administers INL/BEA Employee Education Program. The program provides for the strategic alignment of resources to meet Laboratory needs, while also helping INL/BEA employee students gain valuable skills needed to better prepare them for INL/BEA's future workforce needs. INL/BEA employees may seek educational opportunities from accredited educational institutions if they meet program qualifications and appropriate approvals are obtained.

1.2 History

In 1954, the University of Idaho (UI) began offering classes in Idaho Falls to support the needs of the U.S. Department of Energy's (DOE's) national laboratory activities (then the National Reactor Testing Station). University of Idaho's Idaho Falls Center (UIIF) has served eastern Idaho for almost six decades. During this time the programs in Idaho Falls have evolved to meet the changing science and engineering educational needs of the Idaho National Laboratory (INL) and the State of Idaho. In the first 59 years, UI awarded 2,018 degrees, including 1,345 advanced degrees, to Idaho Falls Center students. UI is co-located with Idaho State University (ISU) at University Place. Through cooperative agreements and open transfer of credits between the schools, students attending classes at University Place participate in an educational experience that takes advantage of the strengths of both UI and ISU.

1.3 Purpose/Objectives

This Scope of Work (SOW) provides INL/BEA's requirements for UI's continuing support in providing educational opportunities that help meet the strategic requirements of INL/BEA. Emphasis is placed on graduate-level science and engineering degree programs/courses that directly support goals, and research initiatives in alignment to the Laboratory's strategic mission needs.

1.4 Anticipated Benefits

INL/BEA employee students, as the current and future workforce, will gain the opportunity to seek strategically aligned/mission related degrees. Anticipated direct benefits accrued to INL/BEA include:

- Increasing the number of credentialed employees with degrees aligned with the strategic missions of INL.

- Enabling employee students to aid INL in meeting its strategic missions, while providing potential opportunities to advance their careers.
- Increasing the benefit for the community/nation from the efforts the educated workforce will engage in.

In addition to these direct benefits, the following indirect benefits will also be realized by INL/BEA. Access to:

- Research active Resident Faculty and associated non-employee graduate students with expertise aligned with the missions of INL which may provide additional capacity to complete these missions.
- Local pool of potential INL candidates, which possess degrees pertinent to INL's mission.
- UI's state wide outreach resources and capabilities to support the strategic goals of INL.

2. APPLICABLE CODES AND REFERENCES

2.1 Templates

UI End of Semester (EOS) Template.

UI Invoice Back-Up Template.

2.2 UI Definitions

2.2.1 Student Definition

Employee students are defined in this context to include regular, permanent employees of INL/BEA only.

2.2.2 Faculty Definitions

For the purpose of this document, faculty is comprised of the following subcategories:

a. **Resident Faculty** – The University maintains a core group of research active faculty members that are physically located at the Idaho Falls Center. These faculty members ensure the delivery of classroom instruction for the supported programs outlined in Appendix A. Because of the critical importance of research mentorship in graduate educations, these faculty members have research interests that are aligned with the mission of INL.

Resident Faculty provide quality control to the education process by advising employee students in their programs of study, overseeing the hiring and supervising of Lecturers, and serving as Major Professors for employee students conducting thesis and dissertation research activities. The number and disciplines of Resident Faculty members are negotiated with INL, with INL disciplinary experts participating in the hiring process. The support of Resident Faculty through this contract ensures their continued presence in Idaho Falls and enables the university to offer classes with less than the typical university required enrollment headcount.

b. **Lecturers** – If requested and approved by INL/BEA Employee Education Program, the University will hire on an as-needed basis, part-time Lecturers to teach individual courses in Idaho Falls for a fixed fee. Lecturers are typically currently employed or recently retired from careers that directly apply to the subjects that they teach. Lecturers enrich the employee students' education by bringing their real-world experiences in to the classes they teach. In addition, Lecturers provide the opportunity to broaden course offerings beyond just those that can be taught by the Resident Faculty.

c. **Visiting Faculty** – The University will engage Visiting Faculty in Idaho Falls to teach seminars, courses, or lectures either in person or by distance delivery technology. In addition, Visiting Faculty may guide employee students in their degree related research. Visiting Faculty are subject area experts, who are affiliated with the Idaho Falls center for a short period of time (e.g., sabbatical leave) who bring their unique expertise to the classroom, benefitting employee students. They differ from Lecturers in that they hold faculty appointments at UI, with a primary work location other than Idaho Falls, or from another institution of higher education.

2.2.3 Course Definitions

a. **Course** - a single instructional subject commonly described by title, number, credits, and expected learning outcomes in the college catalog or bulletin.

b. ***Contract Courses*** are those courses that may be applied toward a degree in science, engineering or technology as defined in Appendix A. These courses have been approved by the college from which they are generated and have a course number designation of 300 or higher. *Contract Course* may be taught by Resident Faculty, Lecturers, or Visiting Faculty as described above. A course will only be considered a *Contract Course* if it includes at least one (1) BEA employee student enrolled on the fifth day. INL/BEA will be contacted to discuss cancellation of any of these courses due to low enrollment. In addition, courses listed on university approved Degree Plans for BEA employees will not be canceled due to less than university required minimum

enrollment, without first consulting with INL/BEA Employee Education Program.

c. ***Support Courses*** are those courses that do not meet the criteria for *Contract Courses* as described above. *Support Courses* may also include Continuing Education courses (for credit) that meet internal INL/BEA requirements and are authorized on an INL Authorization Form (or Course Approval Form). They may also include for credit courses required by INL/BEA for meeting licenses and certification requirements. The cost per credit of Continuing Education courses shall not exceed the cost per credit of regular academic courses. UI will invoice INL/BEA for course tuition and related fees for *Support Courses* as part of this contract as outlined in Appendix B.

d. ***Engineering Outreach (EO) Courses*** - EO courses are courses which are supplied by UI's Engineering Outreach Department. These course fees are charged according to the EO Fee Schedule. It is expected that INL/BEA will not support the costs associated with these courses unless they are not available through existing offerings. These courses may be charged to this contract if agreed upon by the University and INL/BEA Employee Education Program. Allowances may be made for upper level courses (course number designation of 300 or higher.)

3. SCOPE

3.1 Work to be Performed

3.1.1 Academic Programs

To support the current and future workforce of INL/BEA, UI shall provide:

a. Strategically aligned, mission-related, degrees/courses, programs, and course curriculum in accordance with appropriate accreditation and university, college and department requirements. Included are:

- Growth and development of graduate-level science and engineering degree programs that support INL/BEA mission research and the educational development of its' current and future employees.

- Faculty, administrative/reporting staff, classrooms, and student services required to successfully deliver INL/BEA strategically-aligned, mission-related course(s).

- Approval of INL/BEA Authorization Forms (or Course Approval Forms) which confirms employee students are registered for the identified course(s).

- *Contract, Support* and *Engineering Outreach* courses that may be applied toward a degree in science, engineering and technology as identified in Appendix A (see 2.2.3 above for detailed definitions of course types).

b. Courses in Idaho Falls at times and in formats that meet INL/BEA employee students' varied work environments. For instance:

- Evening, web-based, DVD, and/or hybrid formats.

- An appropriate balance of Resident Faculty, Lecturers, and Visiting Faculty maintained in Idaho Falls for instruction, advising, and mentorship to ensure the timely delivery of the degree programs identified in Appendix A (see 2.2.2 above for detailed definitions of faculty types).

3.1.2 Non-Instructional Academic Support

To support access, academic progress, and success of employee students, UI shall provide:

a. **Student Services:** UIIF ensures that employee students have access to all available student services offered to the general Idaho Falls student population, including educational counseling services, providing evening hours in the Student Services Offices, exam proctoring services, online account access assistance, and other needs. UIIF Student Services staff works with INL/BEA Employee Education Program personnel to solve problems and address issues that arise with employee students. In addition, special services to accommodate the work and traveling schedules of employee students are provided. Services include:

- Counseling with employee students to identify the most appropriate academic programs and assist them in the admissions process.

- Providing INL/BEA Employee Education Program Personnel course registration and other applicable information for dissemination to INL/BEA employee students.

- Providing guidance regarding courses, degree programs, and the development of Degree Plans for employee students. Guiding employee students in the interpretation and application of university rules, deadlines and regulations. Assisting employee students with registration and the preparation of degree related required documents.

- Assisting employee students with connecting to university resources such as the library, tutoring, and counseling services.

- Making faculty members aware of employee student needs, concerns or special circumstances.

- Counseling with employee students to find the most efficient source of General Education credits, and facilitating registrations and payment to partnering institutions.

3.1.3 Instructional Design and Delivery

Courses may be recorded and made available via streaming video or other technologies to accommodate the work and travel schedules of employee students unable to attend live class sections.

3.1.4 Contract Oversight and Reporting

UI shall provide the following:

a. Oversight of contract activities by the Idaho Falls Associate Vice President/Center Executive Officer, with the support of the Academic Contract Coordinator.

b. The time for the Associate Vice President/Center Executive Officer and Academic Contract Coordinator to meet with INL/BEA Employee Education Program personnel as requested and/or agreed to by INL/BEA. It is expected that UI will provide:

   - Input to INL/BEA, as needed, for creation of proposed FY-15 scope of work,

   - Continued refinement and delivery of Certificate Programs in technical areas of interest/need to INL/BEA's current/future workforce, and

   - Facilitation of collaboration with ISU to reduce duplication of offerings.

c. Facilitation of sourcing General Education courses from the most cost effective sources.

   - Specifically, UI shall encourage (but not require) INL/BEA employee students to participate in live and other lower cost options when obtaining 100 and 200 level courses.

   - As needed, UI will coordinate with other educational institution(s) and accept transferred credits. UI will provide INL/BEA with a course "upload" file which reflects course(s) taken from these institution(s) enabling employee students to use INL/BEA Authorization Forms or

Course Approval Forms as if taking a course from UI. Upload file must be in required INL/BEA format. NOTE: If other educational institution(s) do not provide a Course Registration Number (CRN), UI will "create" a CRN and include it in the upload.

3.2 Work Excluded

a. INL/BEA will not be charged for course(s) categorized as "hobby" or "physical education," as these courses are considered unallowable costs to BEA.

b. INL/BEA will not be charged for "audit" course(s).

c. INL/BEA will not be charged for costs to "transfer" former undergraduate credits to a current graduate program. However, UI may charge the individual student.

d. INL/BEA will not be charged for the costs of books for employee students, as individual employee students are expected to purchase their own books.

e. INL/BEA will not be charged for special request courses without preapproval from INL/BEA's Employee Education Program.

f. INL/BEA will not be charged tuition/related fees for employee students who successfully complete *Contract Courses* provided under this SOW.

g. INL/BEA will not be charged for software or software licenses' (including renewals) that is for use on non-INL/BEA equipment.

3.3 Requirements

None.

3.4 Place of Performance

Work to be performed at Contractor's place of business.

3.5 Interfaces

Contractor personnel will interact with INL/BEA personnel in the following capacities:

a. Idaho Falls Associate Vice President/Center Executive Officer, Academic Contractor Coordinator, and other appropriate university personnel will interact with INL/BEA Employee Education Program personnel to oversee this contract.

b. Academic professors will work with INL science and engineering researchers to determine INL/BEA needs and work in accordance with university and State Board of Education policies and approvals to develop applicable curricula in support of INL/BEA's strategic and mission related needs.

3.6 Miscellaneous

Support personnel as needed to administer the scope herein and/or address special INL/BEA requests such as presentation of video courses, etc., are also included in this Contract.

4. DELIVERABLES

See "Deliverables" Table (Appendix B).

5. SCHEDULE AND MILESTONES

See "Deliverables" Table (Appendix B).

6. COMPLETION CRITERIA AND FINAL ACCEPTANCE

EOS submitted as requested in EOS Template (Appendix C).

EOS Invoice Back-up provided as requested in Invoice Back-up Template (Appendix D).

Issues identified during the course of this SOW to be resolved in a reasonable and agreed upon time frame.

All tasks outlined in this Contract are either accomplished as outlined or as requested via authorized revisions.

7. APPENDICES

Appendix A, UI Contract Course Listings

Appendix B, Deliverables

Appendix C, UI End of Semester (EOS) Report Template

Appendix D, UI Invoice Back-up Invoice Template

8. ATTACHMENTS

None.

APPENDIX A, UI CONTRACT COURSE LISTING

The UI shall support INL by providing access to all contract, non-contract or Engineering Outreach courses necessary to complete the following degrees in Idaho Falls:

- * Biological and Agricultural Engineering (including Subsurface Science) (M.S., M.Engr., Ph.D.)
- Chemical Engineering (M.S., M. Engr., Ph.D.)
- Chemistry (M.S., Ph.D.)
- *Civil Engineering (M. Engr.)
- *Computer Engineering (M.S., M. Engr.)
- Computer Science (M.S., Ph.D.)
- *Electrical Engineering (M.S., M. Engr.)
- *Engineering Management (M.Engr.)
- Environmental Engineering (M.S., M. Engr.)
- Environmental Science (B.S. Env.S., M.S., Ph.D.)
- Geology (Ph.D.)
- Industrial Technology (B.S. Tech., planned M.S. Safety, & Ph.D.)
- Interdisciplinary Studies (M.S.)
  - Waste Management
  - Technical & Project Management
- Materials Science and Engineering (M.S., Ph.D.)
- Mechanical Engineering (M.S., M. Engr., Ph.D.)
- Nuclear Engineering (M.S., M. Engr., Ph.D.)
- Technology Management (M.S.)

* Programs marked with asterisk are available through Engineering Outreach (EO) only. Only actual tuition and course fees are charged to the contract.

APPENDIX B, DELIVERABLES TABLE

Report Type	Due Date	To Whom	Format	Report Content
3-Year Course Plan	October 31, 2014	INL/BEA Employee Education (Julie Hart)	Word format via email transmittal	List of all courses anticipated to be offered in Idaho Falls during the next 3-year period beginning with FY-14
Confirmed *Contract Courses*	10 working days after semester start	INL/BEA Employee Education (Angie Good)	Word format via email transmittal	List identifying all *Contract Courses* and all employee students enrolled in *Contract Courses*, based on 5-day registration
End of Semester (EOS)	6 weeks after end of semester	INL/BEA Employee Education (Angie Good)	Excel format via email transmittal	Provide headings exactly as outlined below and in accord with attached EOS template and provide information reflecting employee student participation in all courses in accord with the attached EOS template Institution Company S Number Name Degree Major Subject Course Number Section Number Credits Grade Course Designation Withdrawal Date Forfeit Percent Forfeit Amount Course Cost Course Fee Instructional Material Total Cost Comment
Incomplete/ In Process Status	6 weeks after end of semester	INL/BEA Employee Education (Angie Good)	Excel format via email transmittal	Information supporting employee student participation in all courses in accord with the attached UI EOS Template
Completed Degrees	6 weeks after end of semester	INL/BEA Employee Education (Angie Good)	Excel format via email transmittal	Listing of all INL/BEA conferred graduation employee students in accordance with attached UI EOS Template

Report Type	Due Date	To Whom	Format	Report Content
Monthly Invoice	Monthly on last day of following month. NOTE: Fall semester tuition/related fee charges must be invoiced by February 15, 2014	Accounts Payable	Excel format via email transmittal	Information identified below and in accord with the attached Invoice Back-up Template. a) Itemized Monthly Invoice. *Support Course* detail must be included as identified in attached Invoice Back-up Template b) Invoices including charges for tuition/related fees must include supporting back-up detail identified in attached Invoice Back-up Template c) UI will request INL/BEA employee students to meet with INL/BEA Employee Education Program personnel if/when another funding source (outside of INL/BEA) is identified which covers their tuition/related fees.
Grades	10 business days after UI grade reports are due	INL/BEA Employee Education (Angie Good)	Email	Listing of all INL/BEA employee students who received a grade lower than a B- including the following: Institution (UI), Company (BEA) , Employee Name, Course and Grade
Upload Files	Daily	INL/BEA Employee Education (Angie Good)	In current format	As currently provided to include CRN/Institution Course Status Dept/Course/Section Description

APPENDIX C, UI END OF SEMESTER (EOS) REPORT TEMPLATE

Required Headings:	Institution ID	Company	S Number	Name	Degree	Major	Subject	Course Number	Section	Credits	Grade	Designation	Withdrawal Date	Forfeit Percent	Forfeit Amount	Course Cost	Course Fee	Instruction Material	Total Cost	Comment
Cell Format:	Text or General	Text or General	Text	Text or General	Text or General	Text or General	Text or General	Text	Number	Number	Text or General	Text or General	Text or General	Percentage	Accounting	Accounting	Accounting	Accounting	Accounting	Text or General
Required Data:	UI	BEA	BEA Employee S Number	Last, First Middle	Expanded Degree (ALL CAPS) Please list as B-BA, B-BS, M-MS, etc. For Non-degree seeking or Other Institution, please list as NOND	List major sought	Course	Course Number	Section #	Course Credits	Acceptable Grades: A, B, C, D, F, (with + or -), W, U, S, P, IP, AU,	C, S, O, CEO, SEO, CSI	Enter date withdrew or dropped, explain in comments if no withdrawal put N/A	Percentage of total Employee cost, cannot be blank. 100% or 0	Amount employee owes to INL	Cost INL will be charged	Cost INL will be charged	Cost INL will be charged (from Emp. Auth. Form)	Total Cost INL will be charged	Information to clarify any cost differences between original and INL charged costs, any additional information, comments on differences and resolution, etc.
					A=Associates C=Certificate B=Bachelors M=Masters D=Doctorate	If pursuing a degree from a different institution, but taking a course from ISU, please list university if known, if not list as NOND					W=Withdraw, WO=Withdraw Drop, U=Unsatisfactory, S=Satisfactory, P=Pass, IP=In Progress, AU=Audit	C=Contract, S=Support, O=Other Institution, CEO=Contract Engineering Outreach, SCO=Support Engineering Outreach, CSI=College of Southern Idaho		100% or 0				Beginning Fall 2013 Student will cover all Instructional Material Cost		
											Beginning Fall 2013 Audits will no longer be allowed									

Form 412.09 (Rev. 10)

Idaho National Laboratory

IDAHO NATIONAL LABORATORY/UNIVERSITY OF IDAHO EMPLOYEE EDUCATION PROGRAM (FY-2014)	Identifier: SOW-11133 Revision: 0 Effective Date: 10/01/2013 Page: 17

APPENDIX D, UI INVOICE BACK-UP INVOICE TEMPLATE

Student ID	Last Name	First Name	Course Type	Subject	Course	Section	Credits	Total Credits	INL Waiver	3rd Party Pay Total	3rd Party Pay Web Fee	3rd Party Pay Tuition	3rd Party Pay EO Tuition	3rd Party Pay EO Fee	Books	Notes	
									INL Waiver	3rd Party Pay Total	3rd Party Pay Web Fee	3rd Party Pay Tuition	3rd Party Pay EO Tuition	3rd Party Pay EO Fee	Books		
																Course Fees	-
																Books	-
																Total	-

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MEMORANDUM OF UNDERSTANDING
BETWEEN
BRIGHAM YOUNG UNIVERSITY – IDAHO
AND
UNIVERSITY OF IDAHO

1. PARTIES: (1) Brigham Young University – Idaho, 190 Kimball Building, Rexburg, Idaho 83460-1640 (BYUI). (2) Board of Regents of the University of Idaho (Idaho), 1776 Science Center Drive, Suite 306, Idaho Falls, ID 83402.

2. TERM: This Memorandum of Understanding (Memorandum) will be in force on the date signed by both parties. The Memorandum will be reviewed annually and will remain in force for five (5) years from the date last signed. Renewal, extension, or discontinuation will be at the option of both parties with a written notice of no less than one year.

3. PURPOSE: This Memorandum describes how the Parties will work together to allow full-time students at University of Idaho or BYUI to take one course at the opposite institution.

4. GENERAL TERMS

4.1 CONDITIONS OF USE: The University of Idaho through its Idaho Falls Center and BYUI agree to cooperate in extending to each other an opportunity for full-time registered students to take one additional class from the other institution each semester. In doing so, the student will not be assessed general registration fees beyond the amount capped for full-time students however, if a course fee is assessed the student will be responsible to pay the course fee to the institution providing the course. Further, the parties to this memorandum agree to remit to each other the amount per-credit incurred for the single class registration. The parties also agree to provide information regarding the full-time status of the cross-registered students and other informational exchanges relevant to this agreement.

4.2. ADMITANCE PROCEDURES: Idaho students taking classes on the BYUI campus must go through the BYUI admittance procedures. BYUI students taking Idaho classes may register as Non-Degree seeking students.

4.2 REGISTRATION PROCEDURES: BYUI full-time students taking an additional class from Idaho will pay all general registration fees to BYUI and will inform the BYUI Registrar of the intent to register with Idaho. Students will then register with Idaho Falls Student Services and inform Idaho of their full-time status with BYUI. Students will pay Idaho Falls Student Services all class, parking or other fees associated with the Idaho Class. Idaho full-time students taking an additional class from BYUI will pay all general registration fees to Idaho student Services and inform BYUI of their full-time status with Idaho. Students will pay BYUI all class, parking or other fees associated with the BYUI class. To inform the respective institution of the status of students seeking to use this agreement a form has been created to convey the appropriate information. This form should accompany the student's registration form and be processed

within the applicable semester registration window of the institution supplying the course. That form is attached hereto and incorporated herein.

4.3 FEE REMITTANCE PROCEDURES: BYUI and Idaho agree to remit general registration fees to each other for the single classes. This exchange will occur at the four-week period after the start of classes for each semester. The fee amount is equal to the part-time registration fee assessed by BYUI. Remittances will include all pertinent registration information such that the receiving university may corroborate remittance data. No deduction for any purpose will be imposed on fee remittances.

4.4 COURSE AND CREDIT ACCEPTANCE: The Associate Registrar at the Idaho Falls Center and the Registrar at BYUI will review and inform each other of courses that may be excluded from this agreement. These may be courses, which, because of the delivery method, enrollment demand, or subject matter may not be offered through this exchange. Idaho and BYUI will inform students taking classes from the other university when a class taken for credit is not transferable or accepted by the students' matriculating university. This agreement covers only University of Idaho courses that are generated through the Idaho Falls Center.

4.5 RESPECT FOR POLICIES: Idaho students taking classes from BYUI will comply with policies and procedures established by BYUI. BYUI students taking classes from Idaho will comply with policies and procedures established by the University of Idaho and the Idaho Falls Center.

4.6 COMMUNICATION: The Parties agree to cooperate in communicating with each other and with their common and respective publics concerning the established relationship between the two institutions. Communication may include the development of various kinds of publications to inform those who might benefit personally or professionally from the opportunities provided by this Memorandum. Faculty and staff at both institutions may share the information in this Memorandum with interested and qualified students and both institutions will provide counseling and advising to students and prospective students.

The Idaho Falls Associate Registrar will be responsible for oversight of this Memorandum and for the implementation of this Memorandum. The Associate Registrar will be the contact for each institution and will communicate changes to respective faculty members, advisors, counselors, and others to whom the information is pertinent. The Parties agree to communicate annually any changes in their respective programs that may affect this Agreement.

4.7 SEVERABILITY: Occasionally conditions will arise and cause an agreement, or certain sections of an agreement, to be inoperative. These conditions could include, but are not limited to, changes in state law, changes in governing board policy, changes in accreditation policy, changes in programs or other changes taking place at either institution. In the event that one or more sections of this Memorandum are determined by either party or a court of competent jurisdiction to be inoperative or invalid, the remainder of this Memorandum shall not be affected, and each term and provision of this Memorandum shall be valid and be enforceable to the fullest extent permitted by law. It is the intention of the parties to this Memorandum that if any

provision of this Memorandum is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid. This Memorandum shall be interpreted under Idaho law and venue for any related action shall be in Idaho state courts.

4.8 NO ASSIGNMENT: No assignment of this Memorandum or of any right accruing under this Memorandum shall be made, in part or in whole, by any signatory without the prior written consent of the other party.

4.8 UNADDRESSED ISSUES QUESTIONS AND DISPUTES: Unaddressed issues, questions concerning policies and procedures and disputes will be resolved between the Associate Registrar at the Idaho Falls Center, and the Registrar at BYUI.

Robert W. Smith, Ph.D., Associate Vice President,
University of Idaho - Idaho Falls
Associate Director for Research
Center for Advanced Energy Studies

06-19-09
Date

Fenton Broadhead, Ph.D., Academic Vice President
Brigham Young University – Idaho

6/17/09
Date

ADDENDUM #1 TO

MEMORANDUM OF UNDERSTANDING
BETWEEN
BRIGHAM YOUNG UNIVERSITY – IDAHO
AND
UNIVERSITY OF IDAHO (Idaho)

NUCLEAR ENGINEERING

PROCEDURE: Students interested in pursuing the opportunity of earning a graduate Nuclear Engineering Degree from University of Idaho should meet early with an advisor from University of Idaho to ensure that they have the preparation needed for the program, and to ensure that they meet application deadlines. Students are expected to have a GPA > 3.0 from their undergraduate program for admission into the University of Idaho Nuclear Engineering Program.

REQUIRED PRE-ADMISSION COURSES: Prior to applying to the Nuclear Engineering Master's degree at University of Idaho, as a part of their undergraduate degree, students need to have taken Chem 111 and 112, or equivalent along with the corresponding labs as well as courses in thermodynamics and mathematics through calculus.

While an undergrad at BYUI students should take the following courses at BYUI or University of Idaho setting them aside and not using them toward their undergraduate degree;

NE 450 Principles of Nuclear Engineering

And, one of the following courses;

NE 404/504 Intermediate Nuclear Engineering
Or an advanced mathematics course, beyond Ordinary Differential Equations
Other NE courses approved by an Idaho advisor

More information on the University of Idaho Nuclear Engineering Program is available at the following website;

http://www.if.uidaho.edu/ne/

POST-ADMISSION COURSES: When students arrive on the Idaho Falls University of Idaho campus as admitted Graduate Students they should meet with an advisor and prepare a Study Plan. The intent of this agreement is that in order to complete in one year, students will take 12 credits each of the two semesters they are enrolled at Idaho. If a student wishes to take a lighter credit load, some courses are available during the summer semester. Idaho has a limited summer schedule; the intent of this agreement is

that students will be enrolled during the Fall and Spring Semesters. To complete the degree, students must chose from the following courses, completing a total of 30 credits. Not all courses will be available in every semester, and other applicable special topics courses may be appropriate. Students should meet with a University of Idaho advisor to plan their program of study. Areas of specialization within the Nuclear Engineering field are available; Idaho advisors will help students make those decisions.

Core Requirements 12 credits

NE 450	Principles of Nuclear Engineering
NE 404/504	Intermediate Nuclear Engineering
NE 501	Seminar (1 cr., 2 cr. are required)
NE 544	Reactor Analysis (statics and kinetics)
NE 554/Phys 506	Radiation Detection and Shielding
NE 565	Reactor Engineering
NE 585	Nuclear Fuel Cycles

Elective Requirements 18 credits

CHE/ME 527	Thermodynamics
ChE/ME 541	Advanced Engineering Analysis
CS 430	System Modeling and Simulation
ME 435	Thermal Energy System Design
ME 520/CHE 537	Fluid Dynamics
ME 546	Convective Heat Transfer
ME/ChE 525	Advanced Heat Transfer
NE 462	Nuclear Reactor Codes and Standards
NE 525	Neutron Transport Theory
NE 530	Two Phase Flow
NE 535	Nuclear Criticality Safety I
NE 537	Radiation Effects on Materials
NE 555	Nuclear Criticality Safety II
NE 554	Radiation Detection and Shielding
NE 575	Advanced Nuclear Power Engineering
ChE 480/580	Engineering Risk Assessment Hazardous/Radioactive Waste
ChE 529	Chemical Engineering Kinetics
ChE/ME 515	Transport Phenomena
ChE/Me 528	Advanced Thermodynamics
MSE 550	Nuclear Reactor Fuels
NE 570	Nuclear Chemical Engineering
NE 580	Waste Management and Nuclear Fuel Reprocessing
NE 581	Treatment of Radioactive Wastes
NE 582	Spent Nuclear Fuel Management and Disposition

Other Special Topics courses as approved

COURSE SCHEDULING: University of Idaho maintains a Three Year Plan that details which courses will be taught and which semester. This Plan is updated annually and can be found at the following website;

http://www.if.uidaho.edu/docs/Three_Yr_Plan-2008.html

Students may use this Plan to create their individual Study Plans.

ADMISSIONS PROCEDURES: Students will go through the normal University of Idaho Graduate Admission procedure to be considered for graduate admission.

FEES: Other than fees incurred through the course exchange agreement, students are responsible for all fees.

Donald M. Blackketter, Ph.D., Dean,
University of Idaho
College of Engineering

3/29/2011
Date

Bruce C. Kusch, Associate Academic Vice President
For Curriculum
Brigham Young University – Idaho

3-9-11
Date

Kendall D. Peck, Ph.D., Dean,
Brigham Young University – Idaho
College of Physical Sciences and Engineering

9 Mar 2011
Date

ADDENDUM #2 TO

MEMORANDUM OF UNDERSTANDING
BETWEEN
BRIGHAM YOUNG UNIVERSITY – IDAHO
AND
UNIVERSITY OF IDAHO (Idaho)

COMPUTER SCIENCE

PURPOSE: The purpose of this addendum is to define a program that enable students completing a Bachelor of Science Degree in Computer Science or other disciplines at Brigham Young University – Idaho to complete a non-thesis Master of Science degree in Computer Science at the University of Idaho in Idaho Falls with one additional year of study.

REQUIRED PRE-ADMISSION PROCEDURE: Students interested in pursuing the opportunity of earning a graduate Computer Science degree from the University of Idaho should meet with an advisor from University of Idaho to identify their graduate advisor, initiate a formal application, and gain acceptance into the program prior to the beginning of their fourth year. Students are expected to have a GPA of at least 3.0 from their undergraduate program for admission into the University of Idaho Computer Science Program.

POST-ADMISSION COURSES: When students arrive on the University of Idaho, Idaho Falls campus as admitted Graduate Students, they will work with an advisor to select an area of specialization and develop a study plan. A typical course load schedule to complete the Master's degree in one year will require students to take 6 credits during their fourth year and 12 credits during the two semesters of their fifth and last year, while they are enrolled at Idaho.

Students completing a Bachelor of Science Degree in disciplines not in Computer Science may require an additional semester to complete this program. These students will be required to take CS 306 Algorithms and Complexity, and CS 480 Computational Theory (or equivalent courses at the U of I) with a grade of B (3.0) or higher. These "supporting" courses for BYU-I non Computer Science students must be completed before or during the student's fourth year.

The student must successfully complete at least 18 credit hours of 500-level courses and at least 18 credit hours of CS courses that includes at least one semester of CS Graduate Seminar, CS 501 (1 cr). To complete the degree, students must complete a total of 30 credits.

The student must acquire depth in at least one major area by developing a focused plan of study in consultation with the major advisor. The student must demonstrate a mastery of

the theory underlying one's discipline, and satisfy a graduate breadth requirement. This is the foundation on which further professional advancement should be based.

At the end of the program, non-thesis students must pass a comprehensive examination that covers their graduate studies.

COURSE OFFERING: University of Idaho Computer Science department offers courses related to faculty interests. These offerings are updated annually and can be found at the following website;

http://www.uiweb.uidaho.edu:80/schedule/

The areas of faculty expertise are:

Advanced Architectures, Design, and Development
Artificial Intelligence and Optimization Techniques
Embedded System Design
Fault-Tolerant and Survivable Networks and Systems
Gaming and Visualization
High Performance Computational Algorithms, Languages, and Systems
Intelligent Control Systems
Secure Systems
Wireless Network Systems, Protocols, and Security

ADMISSIONS PROCEDURES: Students will go through the normal University of Idaho Graduate Admission procedure to be considered for graduate admission.

FEES: Other than fees covered by the Course Exchange Agreement, students are responsible for all fees.

Donald M. Blackketter

Donald M. Blackketter, Ph.D., Dean,
University of Idaho
College of Engineering

6/10/11
Date

Bruce C. Kusch

Bruce C. Kusch, Academic Vice President
For Curriculum
Brigham Young University – Idaho

6-30-11
Date

Kendall D Peck

Kendall D. Peck, Ph.D., Dean,
Brigham Young University – Idaho
College of Physical Sciences and Engineering

6/28/2011
Date

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SUBJECT

Board policy V.X. – Intercollegiate Athletics – first reading

REFERENCE

April 2014	The Idaho State Board of Education approved FY 2015 Athletics Limits

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

At its April meeting, the Board determined it would no longer need to approve the athletics limits but instead let the formulas set out in policy calculate the annual change to the limits.

IMPACT

The Board would review but no longer approve the annual athletics limits. The Board would still be able to increase the limits at its discretion.

ATTACHMENTS

Attachment 1 – Board policy V.X. – First reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The revisions to Board policy as outlined in Attachment 1 would make the calculation of the athletics limits automatic unless the Board took affirmative action to approve limits other than those derived from the formulas.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy V.X. Intercollegiate Athletics, with all revisions as presented in Attachment 1.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Philosophy

The Board reaffirms the role of intercollegiate athletics as a legitimate and significant component of institutional activity. The responsibility for and control of institutional activities in this area rest with the Board.

In the area of intercollegiate athletics, the Board seeks to establish programs which:

a. provide opportunities for student athletes to attend college and participate in athletic programs while pursuing and completing academic degrees;

b. reflect accurately the priorities and academic character of its institutions;

c. fuel school spirit and community involvement;

d. serve the needs of the institutions as they seek, through their athletic programs, to establish fruitful and sustaining relationships with their constituencies throughout the state and nation; and

e. actively and strategically progress toward compliance with Title IX of the Higher Education Amendments Act of 1972.

Given these goals, the Board has a continuing ~~concern and~~ interest in the academic success of student athletes, the scope and level of competition, and the cost of athletic programs administered by its institutions. Consequently, the Board will, from time to time in the context of this policy statement, promulgate, as necessary, policies governing the conduct of athletic programs at its institutions.

2. Policies

The day-to-day conduct of athletic programs is vested in the institutions and in their chief executive officers. Decision making at the institutional level must be consistent with the policies established by the Board and by those national organizations and conferences with which the institutions are associated. In the event that conflicts arise among the policies of these governance groups, it is the responsibility of the institution's chief executive officer to notify the Board in a timely manner. Likewise, any knowledge of NCAA or conference rule infractions involving an institution should be communicated by the athletic department to the chief executive officer of the institution.

The Board recognizes that the financing of intercollegiate athletics, while controlled at the institutional level, is ultimately the responsibility of the Board itself. In assuming that responsibility, the sources of funds for intercollegiate athletics shall be defined in the following categories:

a. State General Funds – means state General Funds (as defined in section 67-1205, Idaho Code) appropriated to the institutions.

b. Student Athletic Fee Revenue – means revenue generated from the full-time and part-time student activity fee that is dedicated to the intercollegiate athletics program pursuant to policy V.R.3.b.ii.

c. Program Funds – means revenue generated directly related to the athletic programs, including but not limited to ticket sales/event revenue, tournament/ bowl/conference receipts, media/broadcast receipts, concessions/parking/ advertisement, game guarantees and foundation/booster donations.

d. Institutional Funds – means any funds generated by the institution outside the funds listed in a., b. and c. above. Institutional Funds do not include tuition and fee revenue collected under policy V.R.3. Examples of Institutional Funds include, but are not limited to, auxiliaries, investment income, interest income, vending, indirect cost recovery funds on federal grants and contracts, and administrative overhead charged to revenue-generating accounts across campus.

3. Funds allocated and used by athletics from the above sources are limited as follows:

a. State General Funds –

i. The limit for State General Funds shall be allocated in two categories: General Funds used for athletics and General Funds used to comply with Title IX.

ii. The Board set the following FY 2013 General Fund limits:

1) General Funds for Athletics:

a) Universities	$2,424,400
b) Lewis-Clark State College	$ 901,300

2) General Funds for Gender Equity:

a) Boise State University	$1,069,372
b) Idaho State University	$ 707,700
c) University of Idaho	$ 926,660
d) Lewis-Clark State College	$ 0

iii. The methodology for computing the limits for both categories of State General Funds shall be to calculate the rate of change for the next fiscal year ongoing State General Funds compared to the ongoing State General Funds in the current fiscal year, and then apply the rate of change to both limits approved by the Board in the previous year. ~~Such limits shall be approved annually by the Board.~~

b. Institutional funds –
   i. The Board set the following FY 2013 limits:

1) Boise State University	$ 386,100
2) Idaho State University	$ 540,400
3) University of Idaho	$ 772,100
4) Lewis-Clark State College	$ 154,300

   ii. The methodology for computing the limits for Institutional Funds shall be to calculate the rate of change for the next fiscal year ongoing Appropriated Funds compared to the ongoing Appropriated Funds in the current fiscal year, and then apply the rate of change to the limit approved by the Board in the previous year. ~~Such limits shall be approved annually by the Board.~~ For purposes of this paragraph, "Appropriated Funds" means all funds appropriated by the Legislature to the institutions, including but not limited to, State General Funds, endowment funds, and appropriated tuition and fees.

c. Student Activity Fee Revenue – shall not exceed revenue generated from student activity fee dedicated for the athletic program. Institutions may increase the student fee for the athletic program at a rate not more than the rate of change of the total student activity fees.

d. Program funds – the institutions can use the program funds generated, without restriction.

   The president of each institution is accountable for balancing the budget of the athletic department on an annual basis. In accounting for the athletic programs, a fund balance for the total athletic program must be maintained. In the event that revenue within a fiscal year exceeds expenses, the surplus would increase the fund balance and would be available for future fiscal years. In the event that expenses within a fiscal year exceeds revenue, the deficit would reduce the fund balance. If the fund balance becomes negative, the institutions shall submit a plan for Board approval that eliminates the deficit within two fiscal years. Reduction in program expenditures and/or increase revenue (program funds only) can be used in an institutional plan to eliminate a negative fund balance. If substantial changes in the budget occur during the year resulting in a deficit for that year, the president shall advise the Board of the situation at the earliest opportunity.

   Donations to athletics at an institution must be made and reported according to policy V.E. The amount of booster money donated to and used by the athletic department shall be budgeted in the athletic department budget.

   It is the intent of the Board that increases in program revenues should be maximized before increases to the athletic limits under subsection 3 will be considered.

4. Gender Equity

   a. Gender equity means compliance with Title IX of the Higher Education Amendments Act of 1972 which prohibits discrimination on the basis of gender in any education program or activity receiving federal financial assistance, including athletics. Congress delegated authority to promulgate regulations (34 C.F.R. §106.41) for determining whether an athletics program complies with Title IX. The U.S. Department of Education, through its Office of Civil Rights (OCR) is responsible for enforcing Title IX.

   b. Title IX measures gender equity in athletics in three distinct areas: participation, scholarships, and equivalence in other athletics benefits and opportunities.

   c. The chief executive officer of each institution shall prepare a gender equity report for review and formal approval by the Board in a format and time to be determined by the Executive Director. The gender equity report will show the status of an institution's compliance with Title IX. The gender equity report will show the changes to the athletics programs necessary to comply with Title IX over time.

5. Financial Reporting.

   The Board requires that the institutions adopt certain reporting requirements and common accounting practices in the area of intercollegiate athletic financing. The athletic reports shall contain revenues, and expenditures, in the detail prescribed by the Board office, including all revenue earned during a fiscal year. A secondary breakdown of expenditures by sport and the number of participants will also be required. The fund balances as of June 30 shall be included in the report. The general format of the report will be consistent with the format established by the Executive Director. The revenue and expenditures reported on these reports must reconcile to the NCAA Agreed Upon Procedures Reports that are prepared annually and reviewed by the external auditors. The institutions will submit the following reports to the Board:

   a. The institutions shall submit an operating budget for the upcoming fiscal year beginning July 1 in a format and time to be determined by the Executive Director.
      i. Actual revenues and expenditures for the fiscal year most recently completed.

      ii. Estimated revenues and expenditures for the current fiscal year.

      iii. Proposed operating budget for the next budget year beginning July 1.

   b. The following fiscal year's financial information will be reported by each institution in a format and time to be determined by the Executive Director:
      i. Actual revenues and expenditures for the prior four (4) fiscal years
      ii. Estimated revenues and expenditures for the current fiscal year.

SUBJECT

Board Policy V.I. – Real and Personal Property and Services – second reading

REFERENCE

April 2014 Board approved first reading of proposed amendments to policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

The Business Affairs and Human Resources Committee has been working with staff and the institutions to align authorization thresholds in several policy sections, namely Board policy V.I. Real and Personal Property and Services and V.K. Construction Projects.

IMPACT

Proposed amendments to Board Policy V.I. increases the thresholds for the purchase of real property, personal property and services to be consistent with the thresholds outlined in Board Policy V.K. which provide authorization by the executive director between $500,000 and $1,000,000 for capital projects. This increases the authorization of the institutions from $250,000 to $500,000. The thresholds for the purchase of personal property and services are outlined in the table on page 5.

This revision also clarifies authorization thresholds when the project budget for a purchase or the renewal cost for a service agreement increases above the originally approved amount.

ATTACHMENTS

Attachment 1 – Board policy V.I. – second reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy V.I. Real and Personal Property and Services.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Authority

   a. The Board may acquire, hold, and dispose of real and personal property pursuant to Article IX, Section 2 and Article IX, Section 10, Idaho Constitution, pursuant to various sections of Idaho Code.

   b. Leases of office space or classroom space by any institution, school or agency except the University of Idaho are acquired by and through the Department of Administration pursuant to Section 67-5708, Idaho Code.

   c. All property that is not real property must be purchased consistent with Sections 67-5715 through 67-5737, Idaho Code, except that the University of Idaho may acquire such property directly and not through the Department of Administration. Each institution, school and agency must designate an officer with overall responsibility for all purchasing procedures.

   d. Sale, surplus disposal, trade-in, or exchange of property must be consistent with Section 67-5722, Idaho Code, except that the University of Idaho may dispose of such property directly and not through the Department of Administration.

   e. If the Executive Director finds or is informed that an emergency exists, he or she may consider and approve a purchase or disposal of equipment or services otherwise requiring prior Board approval. The institution, school or agency must report the transaction in the Business Affairs and Human Resources agenda at the next regular Board meeting together with a justification for the emergency action.

2. Acquisition of Real Property

   a. Acquisition of a real property interest, other than a leasehold interest, with a purchase price between ~~two~~ five hundred ~~fifty~~ thousand dollars ($~~2~~500,000) and ~~five hundred thousand~~one million dollars ($~~500~~1,000,000) requires prior approval by the Executive Director. A purchase exceeding ~~five hundred thousand~~one million dollars ($~~500~~1,000,000) requires prior Board approval.

   b. Any interest in real property acquired for the University of Idaho must be taken in the name of the Board of Regents of the University of Idaho.

   c. Any interest in real property acquired for any other institution, school or agency under the governance of the Board must be taken in the name of the State of Idaho by and through the State Board of Education.

   d. This does not preclude a foundation or other legal entity separate and apart from an institution, school or agency under Board governance from taking title to real

property in the name of the foundation or other organization for the present or future benefit of the institution, school or agency. (See Section V.E.)

e. Acquisition of a leasehold interest in real property by or on behalf of an institution, school or agency requires prior Executive Director approval if the cost exceeds five hundred thousand dollars ($500,000) over the term, or by the Board if the term of the lease exceeds five (5) years or if the cost exceeds one million dollars ($1,000,000) over the term.

f. Appraisal.

An independent appraiser must be hired to give an opinion of fair market value before an institution, school or agency acquires fee simple title to real property.

g. Method of sale - exchange of property.

The Board will provide for the manner of selling real property under its control, giving due consideration to Section 33-601(4), applied to the Board through Section 33- 2211(5), and to Chapter 3, Title 58, Idaho Code. The Board may exchange real property under the terms, conditions, and procedures deemed appropriate by the Board.

h. Execution.

All easements, deeds, and leases excluding easements, deeds, and leases delegated authority granted to the institutions and agencies must be executed and acknowledged by the president of the Board or another officer designated by the Board and attested to and sealed by the secretary of the Board as being consistent with Board action.

3. Acquisition of Personal Property and Services

a. Purchases of equipment, data processing software and equipment, and all contracts for consulting or professional services either in total or through time purchase or other financing agreements, between ~~two~~ five hundred ~~fifty~~ thousand dollars ($~~2~~500,000) and ~~five hundred thousand~~one million dollars ($~~5~~1,000,000) require prior approval by the executive director. The executive director must be expressly advised when the recommended bid is other than the lowest qualified bid. Purchases exceeding ~~five hundred thousand~~one million dollars dollars ($~~5~~1,000,000) require prior Board approval. If the project budget for a purchase or the renewal cost for a service agreement increases above the approved amount, then the institution or agency may be required to seek further authorization, as follows:

Project or Service Agreement Originally Authorized By	Original Project Cost or Total Obligation for Service Agreement	Cumulative Value of Change(s)	Aggregate Revised Project Cost or Total Obligation for Renewal to Service Agreement	Change Authorized By
Local Agency	< $~~2~~500,000	Any	< $~~2~~500,000	Local Agency
Local Agency	< $~~2~~500,000	Any	$~~2~~500,000-$~~5~~1,000,000	Executive Director
Local Agency	<$~~2~~500,000	Any	> $~~5~~1,000,000	SBOE
Executive Director	$~~2~~500,000-$~~5~~1,000,000	<= $~~2~~500,000	<= $~~5~~1,000,000	Local Agency
Executive Director	$~~2~~500,000-$~~5~~1,000,000	Any	>$~~5~~1,000,000	SBOE
SBOE	> $~~5~~1,000,000	< $~~2~~500,000	Any	Local Agency
SBOE	> $~~5~~1,000,000	$~~2~~500,000-$~~5~~1,000,000	Any	Executive Director
SBOE	> $~~5~~1,000,000	>$~~5~~1,000,000	Any	SBOE

~~All modifications approved by the Executive Director shall be reported quarterly to the Board.~~

b. Acquisition or development of new administrative software or systems that materially affect the administrative operations of the institution by adding new services must be reviewed with the executive director before beginning development. When feasible, such development will be undertaken as a joint endeavor by the four institutions and with overall coordination by the Office of the State Board of Education.

4. Hold of Personal Property

a. Inventory

An inventory of all items of chattel property valued at two thousand dollars ($2,000) or limits established by Department of Administration owned or leased by any agency or institution must be maintained in cooperation with the Department of Administration as required by Section 67-5746, Idaho Code.

b. Insurance

Each agency and institution must ensure that all insurable real and personal property under its control is insured against physical loss or damage and that its employees are included under any outstanding policy of public liability insurance maintained by the state of Idaho. All insurance must be acquired through the State Department of Administration or any successor entity.

c. Vehicle Use

Vehicles owned or leased by an institution or agency must be used solely for institutional or agency purposes. Employees may not, with certain exceptions, keep institutional vehicles at their personal residences. Exceptions to this policy include the chief executive officers and other employees who have received specific written approval from the chief executive officer of the institution or agency.

5. Disposal of Real Property

a. Temporary Permits

Permits to make a temporary and limited use of real property under the control of an institution or agency may be issued by the institution or agency without prior Board approval.

b. Board approval of other transfers

i. Leases to use real property under the control of an institution, school or agency require prior Board approval - if the term of the lease exceeds five (5) years or if the lease revenue exceeds two hundred fifty thousand dollars ($250,000).

ii. Easements to make a permanent use of real property under the control of an institution, school or agency require prior Board approval - unless easements are to public entities for utilities.

iii. The transfer by an institution, school or agency of any other interest in real property requires prior Board approval.

6. Disposal of Personal Property

Sale, surplus disposal, trade-in, or exchange of property with a value greater than ~~two~~ five hundred ~~fifty~~ thousand dollars ($~~2~~500,000) and less than ~~five hundred thousand~~one million dollars ($~~5~~1,000,000) requires prior approval by the Executive Director. Sale, surplus disposal, trade-in, or exchange of property with a value greater than ~~five hundred thousand~~one million dollars ($~~5~~1,000,000) requires prior Board approval. All disposals approved by the Executive Director shall be reported quarterly to the Board.

a. First Refusal

When the property has a value greater than five thousand dollars ($5,000), the institution, school or agency must first make a good faith effort to give other institutions, school and agencies under Board governance the opportunity of first refusal to the property before it turns the property over to the Department of Administration or otherwise disposes of the property.

b. Sale of Services

The sale of any services or rights (broadcast or other) of any institution, school or agency requires prior approval of the Board when it is reasonably expected that the proceeds of such action may exceed two hundred fifty thousand dollars ($250,000). Any sale of such services or rights must be conducted via an open bidding process or other means that maximizes the returns in revenues, assets, or benefits to the institution, school or agency.

c. Inter-agency Transfer

Transfer of property from one Board institution, school or agency to another institution, school or agency under Board governance may be made without participation by the State Board of Examiners or the Department of Administration, but such transfers of property with a value greater than two hundred fifty thousand dollars ($250,000) require prior Board approval.

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SUBJECT

Board Policy V.K. – Construction Projects – second reading

REFERENCE

April 2014	Board approved first reading of proposed amendments to policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

The Business Affairs and Human Resources Committee has been working with staff and the institutions to determine the authorization thresholds required when a capital project increases above the original Board-approved amount.

IMPACT

Proposed amendments to Board policy V.K. would require an institution to seek further approval when the budget for a major capital project increases above the total authorized amount by more than 5% (up to a maximum of $499,999).

Regardless of the authorization level required (i.e. institution, executive director, or Board), the institution must provide the Board with the amount and reason(s) for the cost overruns and the source of funds. The authorization levels are shown in the table on page 3.

ATTACHMENTS

Attachment 1 – Board policy V.K. – second reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy V.K. Real and Personal Property and Services as presented.

Moved by_____ Seconded by_____ Carried Yes____ No____

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1. Authorization Limits

Without regard to the source of funding, before any institution or agency under the governance of the Board begins to make capital improvements, either in the form of alteration and repair to existing facilities or construction of new facilities, it must be authorized based on the limits listed below. Projects requiring executive director or Board approval must include a separate budget line for architects, engineers, or construction managers and engineering services for the project cost.

Project Originally Authorized By	Original Project Cost	Cumulative Value of Change(s)	Aggregate Revised Project Cost	Change Authorized By
Local Agency	**< $500,000**	**Any**	**< $500,000**	**Local Agency**
Local Agency	**< $500,000**	**Any**	**$500,000-$1,000,000**	**Executive Director**
Local Agency	**<$500,000**	**Any**	**> $1,000,000**	**SBOE**
Executive Director	**$500,000-$1,000,000**	**<= $500,000**	**<= $1,000,000**	**Local Agency**
Executive Director	**$500,000-$1,000,000**	**Any**	**>$1,000,000**	**SBOE**
SBOE	**> $1,000,000**	**<$500,000**	**Any**	**Local Agency**
SBOE	**> $1,000,000**	**$500,000-$1,000,000**	**Any**	**Executive Director**
SBOE	**> $1,000,000**	**>$1,000,000**	**Any**	**SBOE**

2. Major Projects - Capital Construction Plans

a. Institutions and agencies under the governance of the Board wishing to undertake capital construction projects shall submit to the Board for its approval a six-year capital construction plan (the "Plan"). The Plan shall span six fiscal years going forward starting at the fiscal year next. The Plan shall include only capital construction projects for which the total cost is estimated to exceed one million dollars ($1,000,000) without regard to the source of funding (hereinafter, "major projects"). A Plan shall constitute notice to the Board that an institution or agency may bring a request at a later date for Board approval of one or more of the projects included in its approved Plan. Board approval of a Plan shall not constitute approval of a project included in the Plan.

b. Before any institution or agency under the governance of the Board solicits, accepts or commits a gift or grant in support of a specific major project, such project must first be included on the institution's or agency's Board-approved six-year Plan.

c. If a major project is not included in a Plan and an institution or agency under the governance of the Board desires to obtain approval of the major project, before

seeking approval, it shall first bring an amended plan to the Board for approval at a regularly scheduled meeting of the Board. If a potential donor offers an unsolicited gift to an institution or its affiliated foundation in support of a major project which is not in an institution's or agency's Plan, prior to acceptance of the gift, the institution or agency shall notify the Board's executive director in writing of the offer, which notice shall include an explanation and justification for the exigency; a detailed statement of purpose and fiscal impact; and a summary of the terms and conditions of the gift. This notice shall also certify to the executive director that the donor understands and acknowledges that construction of the major project is subject to the review and approval of the Board.

3. Major Projects Approval Process - Design-Bid-Build Projects

a. Planning and Design

Board approval is required before any institution or agency begins planning and design on a major project carried out under the traditional "design-bid-build" method. For design-bid-build projects, planning and design encompasses the preparation of architectural and engineering documents and associated budget and schedule information through the completion of the construction documents for bidding. This approval may not be requested concurrently with any other step in the major project approval process. As part of the Board's approval process for planning and design, the Board may request the institution or agency to submit a preliminary project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information).

b. Major Project Approval Process – Project Budget and Financing Plan

Board approval of a project budget and financing plan (including pro forma financials, debt/operating expenses ratios, pledges, strategic facilities fees, and other material financial information) is required for a major project. This approval may be requested only after completion of the design and planning process and may be requested concurrently with approval for construction.

c. Major Project Approval Process –Construction

Board approval is required to proceed with the construction of a major project. In order to obtain Board approval for construction of a major project, the Board must approve the project budget and financing plan. This approval may be requested concurrently with approval of the project's budget and financing plan.

d. Major Project Approval Process – Final Approval – Financing and Incurrence of Debt

Board approval for financing capital projects via the issuance of bonds, or incurrence of any other indebtedness, is required pursuant to Board policy V.F. for a project that has previously received approval for construction. (All other projects financed entirely without indebtedness do not need separate approval for financing.) The Board will not consider concurrent requests for approval for construction and debt financing for the same project. Therefore, institutions seeking approval for project debt financing must bring a request for said approval to a Board meeting subsequent to the meeting at which project construction is approved.

4. Design-Build Projects

Although design and build projects are performed by one team, design-build contracts can also allow a series of options to proceed (or not) at the design phase and at the construction phase. The approval process for major projects using a design-build contract shall be the same as the approval process required for a design-bid-build contract. Board approval shall first be required to undertake the design and planning phase, including selection of the design-build team. For purposes of such approval, the Board may request a preliminary project budget and financing plan. This approval may not be obtained concurrently with subsequent required approvals. Once the design-build team completes the design and construction cost estimates, the institution or agency must then obtain Board approval of the project budget and financing plan and of construction of the project. If debt financing is needed, the institution or agency must submit a request for approval at a subsequent meeting of the Board in the manner set forth in paragraph 3.d., above.

5. Fiscal Revisions to Previously Approved Projects

If a project budget increases above the total Board-authorized~~approved~~ amount by the lesser of 5% or $500,000, then the institution or agency shall be required to seek further authorization based on the limits established in paragraph 1, above. Regardless of the authorization level required, the institution shall provide the Board with the amount and reason(s) for the cost overruns and the source of funds.

6. Project Acceptance

Projects under the supervision of the Department of Administration are accepted by the Department on behalf of the Board and the state of Idaho. Projects under the supervision of an institution or agency are accepted by the institution or agency and the project architect. Projects under the supervision of the University of Idaho are accepted by the University on behalf of the Board of Regents.

7. Statute and Code Compliance

   a. All projects must be in compliance with Section 504 of the Rehabilitation Act of 1973 and must provide access to all persons. All projects must be in compliance with applicable state and local building and life-safety codes and applicable local land-use regulations as provided in Chapter 41, Title 39, and Section 67-6528, Idaho Code.

   b. In designing and implementing construction projects, due consideration must be given to energy conservation and long-term maintenance and operation savings versus short-term capital costs.

SUBJECT

Board Policy V.W. Litigation – Second Reading

REFERENCE

December 2009	Board approved 1st Reading of amendments delegating authority to the CEO to initiate litigation up to specific limits.
February 2010	Board approved 2nd Reading of proposed amendments to policy.
April 2014	Board approved 1st Reading of proposed amendments to policy.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

Proposed changes will clarify for the institutions that the limits and reporting requirements contained within Board Policy V.W. pertains to all settlements, not just settlements after initiation of litigation.

IMPACT

Proposed changes will allow for more consistent reporting and oversight of legal settlements entered into by the institutions.

ATTACHMENTS

Attachment 1 - Governing Policy Section V.W – second Reading Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There were no changes between first and second reading. Staff recommends approval.

BOARD ACTION

I move to approve the second reading of Idaho State Board of Education Governing Policies & Procedures V.W. – Litigation as submitted.

Moved _____ Seconded_____ Carried Yes _____ No _____

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ATTACHMENT 1

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS
Subsection: W. Litigation **June, 2014**

1. General

When a lawsuit, legal document, or other official notice is instituted against an institution and/or the Board, an institution's president or its general counsel, or the executive director of the Board, is authorized to accept service of process of such matter on behalf of the institution and/or Board. This authority to accept service pertains only to attempted service upon the institution and/or Board, and not to any attempt to serve the Idaho secretary of state or the Idaho attorney general. An institution president or general counsel who accepts service of any matter on behalf of such institution and/or the Board pursuant to this authority must promptly forward a copy of any such matter to the Board office, and in appropriate circumstances, should also forward a copy of such matter to the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program.

2. Initiation of Litigation

An institution or agency under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed one hundred thousand dollars ($100,000). With the prior approval of the executive director, an institution, agency, or school under the governance of the Board may initiate a legal action with respect to any matter in which the amount in controversy does not exceed two hundred thousand dollars ($200,000). Any other proposed legal action may not be instituted without the prior approval and authorization of the Board.

a. Notwithstanding the authority to initiate litigation provided above, any legal action involving the exercise of the right of eminent domain must have the prior approval of the Board.

b. Pursuant to Idaho Code §33-3804, an institution is permitted to initiate legal action in its own name.

3. Settlement ~~of Litigation~~

The chief executive officer has authority to settle a legal matter involving the payment or receipt of up to one hundred thousand dollars ($100,000) of institution or agency funds. The executive director may authorize the settlement of a legal matter involving the payment or receipt of up to two hundred thousand dollars ($200,000) of institution, agency, or school funds. Any settlement of a legal matter that is in

excess of two hundred thousand dollars ($200,000) in institution or agency funds must be approved by the Board prior to any binding settlement commitment.

~~3~~4. Litigation Reporting by Institutions

Legal counsel for the institutions shall provide monthly attorney–client privileged litigation reports ~~to the members of the Board, with a copy~~ to the Board office (to the attention of the Board's legal counsel) for distribution to members of the Board. Such reports should include a description of all claims and legal actions filed against the institution since the date of the last report (and identify legal counsel for the parties involved, for conflict analysis purposes); a summary of the current status of all claims and pending litigation; risk analysis pertaining to all such claims and pending litigation; and the settlement of any ~~legal claims or actions~~ matters since the date of the last report, including settlements of matters handled by the State of Idaho Department of Administration, Division of Internal Management Systems, Risk Management Program. With respect to the reporting of a legal settlement, such report shall describe the amount of institution funds that were used, and the amount and source of any other funds that were provided in connection with such settlement, including funds from the Office of Insurance Management or from any other parties. Legal counsel for the institutions should also include in the report any significant incident occurring since the last report that is reasonably expected to give rise to a claim, as well as probable claims or legal actions the institution is aware of which have been threatened but not yet instituted.

BOISE STATE UNIVERSITY

SUBJECT

Football Stadium Naming Rights Agreement

REFERENCE

October 2009	The Idaho State Board of Education approved multimedia and sports marketing agreement with Learfield Sports Marketing (Learfield)
December 2009	The Board approved changes to the Learfield multimedia and sports marketing agreement

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2009, Boise State University (BSU) entered into a multimedia and sports marketing agreement with Learfield. At that time, a naming rights agreement for the football stadium was contemplated as part of the contract awarded to Learfield.

The University has since entered into negotiations with Albertsons for the naming rights to the football stadium. Under the proposed agreement, Bronco Stadium would be renamed “Albertsons Stadium.”

Terms of the agreement include:

- Fifteen year term
- Annual payments to the University totaling $12.5 million over the term of the agreement
- Sponsorship opportunities including signage and travel on the team charter for up to four guests to one football game per year
- Albertsons will receive one suite for each home football game with no rental fee, but will be responsible for additional expenses related to such use
- Albertsons may utilize Albertsons Stadium for non-revenue generating company events subject to prior agreement with the University

IMPACT

In exchange for stadium naming rights, Albertsons will make annual payments to the University totaling $12.5 million over the fifteen year term. Of the $12.5 million, $100,000 will support the new Alumni Center.

ATTACHMENTS

Attachment 1 – Proposed Naming Agreement Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The major deal points of the Albertsons naming rights agreement for BSU's football stadium are as follows:

- The name of the stadium will be Albertsons Stadium. This name may only be changed if Albertsons engages in a merger, name change, or other corporate restructuring, and only with University consent, which must not be unreasonably withheld.
- The agreement is for an overall payment to BSU of $12.5M over a contract life of fifteen years. However, Albertsons can provide a two year notice as early as Year 5 and exit after Year 7.
- BSU and Albertsons must agree upon the stadium logo. The preferred form of the stadium logo will include both the Albertsons logo and BSU's Athletic Mark (the Bronco head).
- BSU and Albertsons will split the cost of the four largest signs to be placed on the stadium itself, the stitching of the Albertsons name into the blue turf and the replacement of the four large football player banners that currently hang from the stadium.
- BSU will pay for all of the other costs associated with the change, such as directional signage, stadium entry gate signage, and all glasses, plates, napkins and related items for use within Stueckle.
- Albertsons will be the exclusive partner of BSU in its retail category, which includes groceries and pharmacies.
- Albertsons will be the most prominent sponsor at the stadium and the surrounding environs.
- BSU will retain the right to approve any of Albertsons strategic marketing partners, if the stadium logo is involved, in order to prevent conflicts with BSU's existing sponsors. Albertsons Stadium logo merchandise must be manufactured by a University licensed vendor, and must be approved by BSU's Office of Trademark Licensing.
- Albertsons does have certain special termination rights, including the right to terminate if: BSU's football team incurs NCAA or MWC sanctions that prohibit the team from participating in conference championship games or post season conference tournaments, NCAA, or playoff/bowl games during any Contract Year.

The Agreement includes an indemnity provision in which it appears BSU agrees to indemnify Albertsons without any limitation (see Article X).

Board policy I.K. does not specifically contemplate the sale and naming of an institution-owned building or facility to an entity. If the Board desires to approve the transaction, policy I.K. should be waived.

The net revenue to be paid to BSU under this Agreement (in concert with the Learfield agreement) remains uncertain to staff. This issue along with additional questions about the Agreement remain to be addressed at the Board meeting. Staff reserves judgment pending resolution of these matters.

BOARD ACTION

I move to approve Boise State University's request to name the football stadium "Albertsons Stadium" and to approve the agreement as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

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NAMING RIGHTS AGREEMENT

BY AND BETWEEN

ALBERTSON'S LLC

AND

BOISE STATE UNIVERSITY

MAY 19, 2014

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EXHIBIT A –RIGHTS AND BENEFITS
Schedule I to Exhibit A – Primary Albertsons Stadium Signs

EXHIBIT B – SUITE LICENSE AGREEMENT

NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (this "Agreement") is entered into as of May 19, 2014 (the "Execution Date"), by and between (i) Albertson's LLC, a Delaware limited liability company (acting for itself and on behalf of its Affiliates, "Albertsons"), and (ii) Boise State University (the "University"), with offices at 1910 University Drive, Boise, Idaho 83725-1285. (Each of Albertsons and the University are referred to herein individually as a "Party," and collectively referred to herein as the "Parties").

RECITALS

A. The University is the owner and operator of Bronco Stadium, an approximately 36,387 seat multi-purpose stadium initially constructed in 1970 on the campus of the University in Boise, Idaho (the "Stadium").

B. The Stadium is currently used for the home games of the University's varsity football team (the "Team") which is currently a National Collegiate Athletic Association ("NCAA") Division I Football Bowl Subdivision program ("Division I FBS"), and a member of the Mountain West Conference ("MWC). The Stadium is also used for other sporting and non-sporting events.

C. Albertsons owns and operates retail grocery stores throughout the United States and has been operating Albertsons-bannered grocery stores in Boise, Idaho since 1939.

D. The University wishes to provide Albertsons with naming rights to the Stadium and Albertsons wishes to acquire such naming rights from the University.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

The following capitalized terms shall have the meanings set forth below when used in this Agreement.

"Advertising Copy" shall mean any words, slogans, logos, designs, visual and audio content or comparable creative effort with respect to the advertising, marketing and promotion of Albertsons and its Affiliates, including, without limitation, the use of Albertsons Marks in connection with the advertising, marketing and promotion of Albertsons and its Affiliates.

"Affiliate" means, when used with reference to a specified Person, any Person who directly or indirectly controls, is controlled by or is under common control with the specified

Person. The term "control" (including the terms "controlled," "controlled by," and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity.

"Agreement" is defined in the Preamble.

"Albertsons" is defined in the Preamble.

"Albertsons Competitor" shall mean any entity that offers or sells retail grocery products or services in the Category, including by way of example only and without limitation, 7-11, Amazon, Costco, CVS, Fred Meyer, Grocery Outlet, Rosauers, Sam's Club, Target, Trader Joe's, Walgreens, Walmart, Whole Foods, WinCo, and any other retail grocery stores or providers; but excluding fuel center convenience stores operated by Jacksons and Maverik.

"Albertsons Default" is defined in Section 13.1(a).

"Albertsons Indemnitees" is defined in Section 10.1(a).

"Albertsons Marks" is defined in Section 2.2(a).

"Annual Meeting" is defined in Section 3.5.

"Athletic Program" means the University's athletic programs, including the Team, and such programs' products and services.

"Athletic Program Marks" means all Marks associated only with the Athletic Program and, for the avoidance of doubt shall not mean Marks associated with the University, including the University's signature mark.

"BSP" means Bronco Sports Properties, LLC, a Missouri limited liability company qualified to do business in the State of Idaho and the exclusive multi-media marketing and sponsorship rights holder for University athletic events and athletic venues, including the Stadium.

"Category" means any and all retail grocery and/or pharmacy products and services.

"Claims" is defined in Section 10.1(a).

"Contract Year" means each twelve month period of the Term commencing on February 1 and ending on January 31, except that the first Contract Year shall begin on the Execution Date and shall end on January 31, 2015.

"Division I FBS" is defined in Recital B.

"Early Termination Payment" is defined in Section 5.2.

"Equivalent Extension Offer" is defined in Section 5.3(c).

"Execution Date" is defined in the Preamble.

"Existing Suite License" is defined in Section 3.4.

"Extension Agreement" is defined in Section 5.3(c).

"Force Majeure Event" is defined in Section 9.1.

"Home Games" is defined in Section 7.1(h).

"Letter Agreement" is defined in Section 6.1.

"Marks" means designs, logos, service marks, corporate or trade names, trademarks or other identification marks.

"MWC" is defined in Recital B.

"Name Change Notice" is defined in Section 2.3(b).

"NCAA" is defined in Recital B.

"NCAA Agreements" shall mean all constituent documents, rules, regulations, requirements and resolutions of, or issued by, the NCAA, as they currently exist and as they may from time to time, be entered into, created or amended.

"Negotiation Period" is defined in Section 5.3(a).

"Objection Notice" is defined in Section 2.3(c).

"Parking Areas" means the parking areas and lots adjacent to the Stadium, including the parking deck, which are operated or controlled by the University or its Affiliates.

"Party" and "Parties" is defined in the Preamble.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation or other entity or any governmental authority or agency.

"Playing Field" is defined in Section 4.2(b).

"Replacement Agreement" is defined in Section 5.3(a).

"Rights Fees" is defined in Section 6.1.

"SBOE" is defined in Section 14.17(d).

"Signs" is defined in Section 3.2(a).

"Stadium" is defined in Recital A.

"Stadium Grounds" shall mean and include (i) the Stadium and (ii) all areas outside of the Stadium adjacent thereto, or in close physical proximity thereto that would be viewed by the public as part of the overall Stadium complex, in all cases, to the extent the University, or any of its Affiliates, have the right to control and operate such areas.

"Stadium Lender" means any one or more lenders that provide public or private financing, in the form of a loan, a private placement or public offering of debt securities or otherwise, to the University or any of its Affiliate(s) with respect to the Stadium. If Stadium Lender consists of holders of securities, references in this Agreement to Stadium Lender shall be construed as references to the trustee for such securities holders where appropriate.

"Stadium Logo" is defined in Section 2.2(a).

"Stadium Logo Placements" is defined in Section 2.2(a).

"Stadium Logo Usage Guidelines" is defined in Section 2.2(a).

"Stadium Name" is defined in Section 2.1.

"University Default" is defined in Section 13.2(a).

"University" is defined in the Preamble.

"University Indemnitees" is defined in Section 10.1(b).

"Suite" is defined in Section 3.4.

"Team" is defined in Recital B.

"Term" is defined in Section 5.1.

"University" is defined in the Preamble.

"University Intellectual Property" is defined in Section 8.2.

"University Licensed Product" is defined in Section 4.2(d).

ARTICLE II

NAMING RIGHTS

Section 2.1 Naming Rights License. The University hereby grants to Albertsons the exclusive right and license to name the Stadium during the Term (defined below), and the Parties hereby agree that the Stadium shall be known as "Albertsons Stadium" (the "Stadium Name") during the Term in accordance with the terms and conditions of this Agreement. From the date hereof until

the end of the Term, the University shall (i) use the Stadium Name when referring to the Stadium; and (ii) use commercially reasonable efforts (including the placement of appropriate provisions in agreements) to cause all advertisers, sponsors and media rights holders with which the University has agreements (and for which reference to the Stadium is relevant) to use the Stadium Name when referring to the Stadium. As soon as practicable after the date hereof, the University will use commercially reasonable efforts to cause the applicable public entities to (A) provide adequate directional and informational road signs to be located in the primary public rights-of-way, streets or highways in the vicinity of the University's main campus, and (B) cause such signage to refer to the Stadium using the Stadium Name. The University shall keep Albertsons informed of the progress of such directional and informational road signs.

Section 2.2 Development of Stadium Logo; Use of Stadium Name and Stadium Logo.

(a) As soon as reasonably practicable after the date hereof, the University and Albertsons shall work together to create and develop the stylized version(s) of the Stadium Name and accompanying decorative elements (collectively, the "Stadium Logo") as set forth below. The Parties acknowledge that (1) the Stadium Logo will include elements of Marks owned by Albertsons and its Affiliates (collectively, but not including the Stadium Name or Stadium Logo, the "Albertsons Marks") and may also include elements of certain Athletic Marks owned by the University, (2) the Stadium Logo shall be displayed in a manner that is aesthetically consistent with the overall context in which it appears, and (3) the Stadium Name and/or the Stadium Logo shall appear on the signs and in mutually agreed upon locations on the Stadium Grounds (collectively, the "Stadium Logo Placements"). Albertsons will be responsible for the reasonable costs and expense of creating and developing the Stadium Logo (provided Albertsons shall not be responsible for costs and expenses of, or incurred by, the University and its advisors and consultants) based on prompt, significant and meaningful input from the University, and shall provide the University with reasonable updates as to the progress of such creation and development. Should the Stadium Logo include elements of Athletic Marks such as the Bronco logo, Albertsons will comply with all University identity, logo usage guidelines, and color and font restrictions relating to the Athletics Marks. Such guidelines may be found online at http://brandstandards.boisestate.edu/. Only the primary Athletic Marks may be used in the Stadium Logo. The final design of the Stadium Logo and all variations of it shall be subject to the mutual approval of Albertsons and the University, such approval to include the Office of Trademark Licensing of the University. Following mutual approval of the Stadium Logo, Albertsons shall prepare and provide to the University Stadium Logo guidelines that shall set forth all mutually approved variations of the Stadium Logo and mutually approved appropriate usages for each such variation (the "Stadium Logo Usage Guidelines"). The Parties shall use the Stadium Logo in compliance with Stadium Logo Usage Guidelines. In the event that a Party does not use the Stadium Logo in compliance with Stadium Logo Usage Guidelines, the other Party shall provide the offending Party with written notice requesting correction and the offending Party shall use best commercial efforts to correct such use within thirty (30) days of receipt of such written notice.

(b) The University acknowledges and agrees that Albertsons or one of its Affiliates shall at all times be the sole and exclusive owner of all rights in and to the Stadium Name and the Stadium Logo, subject to the terms and conditions of this Agreement and the

ownership by University of any incorporated Athletic Marks. Except for the University's rights in and to any incorporated Athletic Marks, all rights, title, and interests in intellectual property rights in the Stadium Name and Stadium Logo shall immediately upon creation vest in and be owned exclusively by Albertsons or one of its Affiliates, whether designed or developed by Albertsons and its Affiliates individually or in concert with the University, or at its direction. In the event that any or all rights, title, and/or interests in and to the Stadium Name and/or Stadium Logo are deemed not to vest in Albertsons or one of its Affiliates for any reason, the University agrees to assign, transfer and convey, and hereby does assign, transfer, and convey to Albertsons or one of its Affiliates, all such rights, title, and interests, including all economic rights and moral rights of authorship other than University's rights in and to the Athletics Marks and any other University Intellectual Property as described in Section 8.2. Notwithstanding anything to the contrary herein, in the event the University terminates this Agreement as set out in Section 13.1 herein, all rights, title and interest in the same intellectual property rights shall immediately revert to and vest wholly in University; provided, however, such rights will not include rights to the Albertsons Marks. Albertsons hereby grants to the University the non-exclusive, royalty-free right and license: (1) during the Term to use (and/or to license others to use or license) the Stadium Name and the Stadium Logo for any lawful purpose of the University in connection with the marketing, operation and promotion of the University, including but not limited to the production and sale of merchandise; and (2) if the Agreement expires or terminates other than due to default, after the Term, to use (and/or to license others to use or license) the Stadium Name and the Stadium Logo solely in accordance with this Section 2.2. All such uses, and all goodwill in the Stadium Name and the Stadium Logo resulting therefrom, shall inure to the benefit of Albertsons and its Affiliates, subject to Section 8.2. The University agrees that it will require that any and all uses of the Stadium Name and Stadium Logo by any of its sublicensees (including, without limitation, on merchandise) shall conform to the Stadium Logo Usage Guidelines, and it will not grant a sublicense that exceeds the scope of the license to the Stadium Name and Stadium Logo granted to the University herein. Subject to the restrictions set forth herein, Albertsons or its Affiliates shall retain the right during the Term to use the Stadium Name and the Stadium Logo, including the right to reference and display in Advertising Copy the names and Marks of the entities or businesses with whom Albertsons or its Affiliates maintain strategic relationships or jointly develop or offer grocery and/or pharmacy related products or services. Albertsons or its affiliates must first seek and receive University approval, which will not be unreasonably withheld, to use the Stadium Name or Stadium Logo in concert with the names and/or marks of any third party entities, as the University must ensure that no conflicts exist with its then current third party University partners. Strategic relationship partners of Albertsons or its affiliates do not receive pass through rights on the use of the Stadium Name, Stadium Logo, Athletic Marks or other University Intellectual Property.

(c) Both Albertsons and the University shall provide that all merchandise and consumer products displaying or sold under the Stadium Name and/or Stadium Logo pursuant to the license granted hereunder to the respective parties shall be of good quality in design, material, and workmanship and be suitable for their intended purpose; that no injurious, deleterious, or toxic substances shall be used in or on the merchandise or products; that the merchandise and products shall not cause harm when used as instructed and with ordinary care for their intended purpose; that the merchandise and products shall be sold, and distributed in material compliance with all applicable laws and regulations (including, but not limited to, local labor laws, U.S.

Customs requirements, applicable rules and regulations of the U.S. Consumer Product Safety Commission, and garment labeling regulations). Albertsons and its Affiliates shall not be responsible for any costs associated with a product recall, initiated either voluntarily or at the request of a state or federal agency, for any merchandise or consumer products sold pursuant to the license granted to the University hereunder. Any and all merchandise, whether for promotional use or retail, that includes the Stadium Logo and/or University Athletics Marks shall be manufactured by a vendor who is licensed with the University to produce such merchandise. Such licensee shall comply with all licensing requirements including without limitation, fair labor and insurance requirements. All artwork, merchandise and products bearing the Stadium Name, Stadium Logo, Athletics Marks or other University Intellectual Property must be approved by University's Office of Trademark Licensing.

(d) Albertsons shall have the primary right and be solely responsible for controlling and protecting the Stadium Name and the Stadium Logo, but not the Athletic Marks or University Intellectual Property, (including, without limitation, initiating, prosecuting, defending and controlling litigation and prosecuting and maintaining trademark and copyright applications and registrations), solely at Albertsons' cost and expense (provided Albertsons shall not be responsible for costs and expenses of, or incurred by, the University and its advisors and consultants) in its own name, including, without limitation, to prevent and stop any and all potential infringements and unauthorized uses of the Stadium Name or the Stadium Logo, but not the Athletic Marks or University Intellectual Property in jurisdictions in which Albertsons may claim senior trademark rights. The University agrees to cooperate and provide support, specimens, and all information required to prosecute, defend, and maintain any trademark and copyright applications and registrations for the Stadium Name and the Stadium Logo, at Albertsons' request. The University further agrees to cooperate as requested by Albertsons in any legal actions or proceedings to stop third party infringements and/or unauthorized uses of the Stadium Name or Stadium Logo. If Albertsons notifies the University in writing that it elects not to initiate or pursue legal action in connection with a potential or actual infringement or unauthorized use of the Stadium Name or Stadium Logo, and the University, has viable legal claims in connection with such potential or actual infringement or unauthorized use, the University may take such legal action as deemed appropriate, and Albertsons agrees to support such legal action through active consultation with the University; provided that the University shall share equally with Albertsons any amounts that the University recovers as a result of such legal action that exceed the sum of (1) the University's direct damages from such potential or actual infringement or unauthorized use, plus (2) the University's costs and expenses of such legal action (including, without limitation, reasonable attorneys' fees and expenses); and, provided further that the University shall not settle or compromise any such legal action, or consent to the entry of any judgment, without Albertsons' prior written consent, which shall not be unreasonably withheld.

(e) Notwithstanding anything contained in this Agreement to the contrary and throughout the Term of this Agreement, Albertsons agrees that neither it nor its sublicensees: shall use the Stadium Name and/or Stadium Logo in direct association with any of the following prohibited products or classes of services; sell any advertising right to any company that engages in the management of any of the following businesses; or include a reference to any of the following prohibited products or classes of services on the Advertising Copy directly above,

below, next to or in immediate proximity to the Stadium Name and/or Stadium Logo, unless otherwise agreed to by University, which approval may be withheld in University's sole discretion; provided, however, that such prohibitions do not prohibit Albertsons from otherwise promoting or selling the products or classes of services set forth in (i)-(ix) below:

(i) Gambling (except the State authorized lottery)

(ii) Alcoholic Beverages

(iii) Prophylactics

(iv) Feminine Hygiene Products

(v) Tobacco products

(vi) Sexually explicit materials

(vii) Adult entertainment

(viii) Religious and/or political materials

(ix) Ammunition, camouflage, and/or firearms

(x) Material that is reasonably likely to be considered objectively defamatory, obscene, profane, vulgar or otherwise socially unacceptable or offensive to the general public.

(xi) Advertising that is reasonably likely to materially discredit the purposes, values, principles or mission of the NCAA or University or is reasonably likely to have a materially adverse effect on the interests of intercollegiate athletics or higher education.

(f) Albertsons agrees that in exercise of its rights granted hereunder, it shall ensure that any use of the Stadium Name and/or Stadium Logo or any other representation of the University as permitted hereunder shall be mindful of and consistent with the good image, message and reputation of the University and that such promotion or recognition will not materially distort or impair the presentation and image of the University, its Athletics program and the respective teams.

Section 2.3 Change in Stadium Name and Stadium Logo.

(a) Albertsons shall not be entitled to change the Stadium Name unless changing the name is (1) requested: (i) as a result of a change of control of Albertsons, including, without limitation, by way of a merger, corporate restructuring, reorganization, consolidation, divestiture, recapitalization, combination, exchange of shares, spin-off or sale of all or substantially all of Albertsons' outstanding voting securities, sale or other transfer of all or substantially all of Albertsons assets, or (ii) for a reasonable business purpose in connection with a strategic marketing objective, including, but not limited to a change in Albertsons' name (other

than pursuant to clause (i)) and (2) is approved by the University, which approval shall not be unreasonably withheld, delayed, conditioned or denied.

(b) If Albertsons desires to and provides notice to change the Stadium Name in accordance with the terms and conditions of this Section 2.3, Albertsons shall provide at least sixty (60) days prior written notice to the University of the desired name change, which notice shall describe the reasons for the name change, including, to the extent applicable, an explanation of the "reasonable business purpose" and "strategic marketing objective" (the "Name Change Notice").

(c) If the University, in its discretion, objects to any such proposed name change, the University shall provide Albertsons with written notice thereof within thirty (30) days from the receipt of the Name Change Notice (the "Objection Notice"), which Objection Notice shall describe with particularity the reasons for the objection. In the event the University delivers an Objection Notice to Albertsons within such thirty (30) day period, Albertsons and the University shall discuss, in good faith, the name change and the reasons for the request and objections.

(d) If, as a result of a change in the Stadium Name in accordance with Section 2.3(a), or for any other reason, Albertsons wishes to change the Stadium Logo, it shall serve written notice upon the University, which notice shall provide the proposed Stadium Logo and the reason for the proposed change. The proposed Stadium Logo shall be subject to the prior written approval of the University, which shall not be unreasonably withheld, delayed or conditioned.

(e) Albertsons shall bear all direct, out-of-pocket, unaffiliated third-party costs and expenses incurred and associated with any University approved change in the Stadium Name and the Stadium Logo, including, without limitation, (1) creation and development of the new Stadium Name and Stadium Logo; (2) producing and installing new Stadium Logo Placements and Signs bearing the Stadium Name and/or the Stadium Logo; (3) reprinting current publications, stationery and other written materials bearing the Stadium Name and/or the Stadium Logo; and (4) creating and producing Advertising Copy to replace the Stadium Name and/or the Stadium Logo in Albertsons' and its Affiliates' advertising. Such new Stadium Name and new Stadium Logo shall be subject to the terms and conditions of this Agreement, and upon such University approved change, all references herein to Stadium Name and Stadium Logo shall be deemed to be to such new Stadium Name and new Stadium Logo, respectively.

(f) In the event of a University approved change in the Stadium Name and/or the Stadium Logo, the Parties shall cooperate to effect a smooth and orderly transition to the new Stadium Name and/or new Stadium Logo, including, without limitation, notifying advertisers, sponsors and media partners of the change and minimizing the disruption to the operation of the Stadium and of events held at the Stadium and Albertsons shall in good faith take into consideration the transition and any disruption caused thereby in determining when to make such change effective.

(g) In the event either party wishes to change the Stadium Logo due to a significant change in the branding of its corporation or institution, then the Parties shall work in

good faith together to develop a new Stadium Logo. Unless otherwise agreed to by the Parties, the Party that initiates the change in the Stadium Logo under this provision shall be responsible for all costs and expenses associated with the fabrication, construction and installation of the Signs bearing the new Stadium Logo.

Section 2.4 End of Term. Upon expiration or earlier termination of this Agreement other than for default as set out in Section 13.1 herein, the University shall have the right to continue to use (i) the Stadium Name in ordinary typeface and (ii) the then-current Stadium Logo, in each case for up to one hundred eighty (180) days after such expiration or termination, and subject to the Usage Guidelines and the quality control provisions set forth in this Agreement. The University shall also be permitted to market and sell or otherwise dispose of then-existing inventory containing the Stadium Name and the Stadium Logo until such inventory has been depleted but no later than one hundred eighty (180) days after such expiration or earlier termination.

ARTICLE III

SPONSORSHIP ELEMENTS

Section 3.1 Rights and Benefits. Subject to the terms and conditions set forth herein, in consideration for the payments of the Rights Fees (defined below) during the Term, the University shall grant and provide to Albertsons, and Albertsons shall receive, the rights and benefits set forth herein, including the rights and benefits set forth in Sections 2.1 and 2.2 and on Exhibit A attached hereto. Albertsons shall have the right to execute any of its rights and benefits under this Agreement in the name of its Affiliates including New Albertson's, Inc., subject to the reasonable consent of the University, such consent not to be unreasonably withheld.

Section 3.2 Signs.

(a) Subject to the terms and conditions set forth herein, the University grants to Albertsons the right to have the Stadium Name and Stadium Logo displayed at the Stadium, the Stadium Grounds and in the Parking Areas on fixtures designed for advertising space located as described on Exhibit A (such fixtures are referred to as the "Signs" and do not include the Advertising Copy). The University shall, subject to the written approval of Albertsons, determine placement of the Signs. The University shall maintain the Signs in good repair and condition shall secure them from vandalism and theft and shall be solely responsible for obtaining any permits for the installation, maintenance and use of the Signs. Albertsons and the University shall be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of the Signs containing the Stadium Name, the Stadium Logo or the names "Albertsons," as described or depicted on Schedule I to Exhibit A; provided, however, the University shall be responsible for all costs and expenses of fabricating, constructing and installing all other Signs located at the Stadium, Stadium Grounds and University Grounds containing the Stadium Name, the Stadium Logo or the names "Albertsons" and shall also be responsible for all costs and expenses of operating and maintaining all Signs, including any Sign replacements, updates or refurbishments due to vandalism, theft, and wear

and tear. Albertsons shall have the right at any time (and from time to time) to request that the University change or remove any of the Signs with the University's consent, not to be unreasonably withheld, delayed or conditioned. Any such change and/or removal shall be at Albertsons' sole cost and expense without any mark-up by the University. Albertsons shall have approval rights, in its sole discretion, in the design and execution of all Stadium Signs and logos involving Albertsons, the Albertsons Marks or the Stadium Name. The University shall execute any such installation, change and/or removal in a reasonable amount of time.

(b) Through delivery of Stadium Logo Placements and other Albertsons elements set forth in this Agreement, the University shall: (i) cause Albertsons and its Affiliates to be the most prominent sponsor and advertiser within and on the exterior of the Stadium, on the Stadium Grounds and in the Parking Areas during all Team home games and all other events; and (ii) not authorize any other sponsor or its brands to have a presence within, or on the exterior of the Stadium, on the Stadium Grounds or in the Parking Areas, the prominence of which is greater than or equal to that of Albertsons and its Affiliates' presence. The University's obligations regarding prominence of Albertsons and its Affiliates as set forth in this Section 3. 2(b) shall apply regardless of whether the University develops or creates additional sponsorship inventory at the Stadium, Stadium Grounds or in the Parking Areas that is not contemplated on Exhibit A, that is not utilized by another Person or that is to be utilized by another Person but cannot be replicated for, or is of a nature that cannot be provided to, Albertsons and its Affiliates (e.g., due to space limitations).

(c) The University shall use commercially reasonable efforts to prevent any Person from displaying signage or other advertising or promotional materials, or taking other actions, in the areas at the Stadium, on the Stadium Grounds or in the Parking Areas that the University controls, which signage, advertising, promotional materials or actions are intended to, or for which it is reasonably foreseeable will result in, attack on, harm to, or embarrassment or disparagement of Albertsons, its Affiliates or their products or services, or otherwise place in an unfavorable light Albertsons' or its Affiliates' products or services, or otherwise undermine, encroach, compromise or infringe Albertsons' rights and benefits pursuant to Articles II and III of this Agreement. Such commercially reasonable measures shall include, without limitation, using good faith efforts to prevent third parties from (i) engaging in the promotion, without the permission of the University, of any products or services in the Category within the Stadium, on the Stadium Grounds or in the Parking Areas; (ii) associating themselves with the Stadium in the promotion of any products or services in the Category, such as, for example, by allowing third parties to film commercials on the Stadium Grounds for products or services in the Category, unless, in each instance, with the prior written consent of Albertsons in its sole discretion; and (iii) obstructing any Signs or Stadium Logo Placements in or on the interior or exterior of the Stadium, on the Stadium Grounds or in the Parking Areas, including, in the case of this clause (iii) via "virtual" advertising in telecasts of events held at the Stadium if and to the extent the University has the authority and right to prevent any such advertising.

(d) In the event the Stadium's seating is enhanced or remodeling or expansion of the Stadium is undertaken, University will cooperate with Albertsons and the parties will agree to use commercially reasonable efforts to ensure that the prominence of the Stadium Logo Placements are not diminished by the Stadium enhancement, remodeling or expansion.

Section 3.3 Advertising Copy. Subject to the limitations of paragraph 2.2(e) above, the design, layout and visual and audio content of all Advertising Copy used by Albertsons which displays the Stadium Name and/or Stadium Logo in connection with the advertising, marketing and promotion of Albertsons' or its Affiliates' products and services in the Category and Albertsons' general corporate identity pursuant hereto shall be determined by Albertsons, in its sole discretion; provided, however, that no Advertising Copy shall contain any materials that are lewd, vulgar, sexually explicit, offensive, discriminatory against a protected class or offensive to the sensibilities of the community at large. All such Advertising Copy and other signage shall be subject to the approval of the University. Albertsons shall submit all such Advertising Copy to the University a reasonable time prior to the game or other event at which such Advertising Copy is to be displayed or prior to the time such Advertising Copy must be submitted for production, as applicable.

Section 3.4 University Suite License Agreement. The Parties acknowledge that the University and Albertsons have previously entered into a Bronco Stadium Suite License Agreement dated as of August 20, 2013 (the "Existing Suite License"). Pursuant to this Agreement, the Existing Suite License is superseded and replaced by the Suite License Agreement attached hereto as Exhibit B, whereby Albertsons will be provided with a luxury suite (the "Suite") during the Term and shall have exclusive use of the Suite during all events at the Stadium. The Suite shall be the best suite in the Stadium when taking into account the size, location and features. If the Suite is not immediately available, the University will provide the Suite at the earliest date it becomes available, but no later than February 1, 2016. The license fees for the Suite are included in the Rights Fees and Albertsons shall have no obligation to pay any additional license, rental, use or similar fee for the Suite; provided that the cost of food and beverages consumed in the Suite will be the responsibility of Albertsons. The University shall keep and maintain the Suite consistent with that of its other luxury suites at the Stadium.

Section 3.5 Annual Review Meeting. Commencing with the initial Contract Year, each Contract Year, within forty-five (45) days after the completion of the Team's then-current Division I FSB season, the Parties shall meet in person at a location mutually agreed upon by the Parties, to discuss and review each Party's performance of its obligations hereunder, identify opportunities to maximize the benefits and value of this Agreement to Albertsons and the University and to review ways to improve the administration of this Agreement (such meeting referred to herein as, the "Annual Meeting"). Further, during each Annual Meeting:

(a) The Parties will discuss in good faith the prominence criteria as set forth in Section 3.2(b), and ways in which such criteria may be fulfilled; and

(b) The University shall use good faith efforts to cause its multi-media rights partner to notify Albertsons of any advertising, sponsorship or promotional benefits or opportunities with respect to the Athletic Program or the Stadium that are expected to become available during the upcoming Contract Year (either through new initiatives by the University or as a result of the expiration or termination of any then-current agreements with third parties that are expected to terminate or expire during the upcoming Contract Year) that are of a nature that can be provided to Albertsons and its Affiliates and, if Albertsons expresses interest in such advertising, sponsorship or promotional opportunities, the Parties shall enter into good faith discussions regarding Albertsons' acquisition of such advertising, sponsorship or promotional

benefits for additional consideration or as a substitute for other benefits to be provided hereunder.

Section 3.6 Delivery of Event Schedules. Commencing with the initial Contract Year, within five business days after the commencement of each Contract Year, the University shall provide Albertsons with a schedule of all confirmed events scheduled to be held at the Stadium during such Contract Year and shall periodically update such schedule from time to time during each Contract Year but no less frequently than every three months. The University acknowledges and agrees that they will not schedule any events at the Stadium that would (a) violate any law, (b) be patently or morally offensive or obscene, or (c) pose a danger to the Stadium Grounds or the surrounding community.

Section 3.7 Audit Rights. From time to time during the Term, Albertsons shall have the right, upon reasonable notice and at its expense, to access the Stadium (and surrounding areas) to examine and inspect the Signs, Stadium Logo Placements and other promotional elements located at the Stadium to verify that such items conform to the terms and conditions of this Agreement. In the event that Albertsons discovers that any such item does not conform in all material respects with the terms and conditions of this Agreement, the University shall promptly, but in no event later than ten (10) business days after receipt of notice of such non-conformity, correct the non-conformity, or if such nonconformity requires a longer period of time to correct, demonstrate good-faith and diligent efforts to initiate such correction. In addition, the University shall maintain complete, accurate and detailed records regarding all such items, benefits, entitlements and exclusivities. The University shall retain such records and make them available for inspection and audit by Albertsons and its authorized representatives during normal working hours with reasonable advance written notice, during the Term and for a period of three (3) years thereafter to verify that the University's provision thereof to Albertsons and its Affiliates complies with the terms and conditions of this Agreement.

ARTICLE IV

EXCLUSIVITY

Section 4.1 Exclusivity. Subject to the other provisions of this Agreement, the University will not, and will not cause or authorize any third party, with respect to the promotion or advertisement of any products or services in the Category, or any Albertsons Competitors, to (i) use the Athletic Program Marks, Stadium Name, or Stadium Logo in the Stadium, on the Stadium Grounds, in the Parking Areas, or on the outdoor marquees of the Stadium, (ii) exhibit or display signage or otherwise engage in any sponsorship, advertising or other promotional activities in the Stadium, on the Stadium Grounds, in the Parking Areas, on the outdoor marquees of the Stadium, or (iii) advertise, market or promote in publications of the Stadium, or on radio, television, internet or other live audio or video broadcast of events held at the Stadium to the extent the University exercises authority to control the content of such advertising, marketing or promotion. The University shall use good faith efforts to cause its multi-media rights partner to provide to Albertsons from time to time, but no less than once per month, a copy of its sponsors' and advertiser's forecast/pipeline report. If Albertsons has any objections to the University or its multi-media rights partner entering into a sponsorship or advertising agreement

with any entities appearing on such report, Albertsons shall notify the University within three business days of its receipt of such report, and shall in good faith identify any such prospective sponsor or advertiser that is an Albertsons Competitor.

Section 4.2 Limitations on Exclusivity. The benefits provided by Article III and exclusivity provided by Section 4.1 may be limited as set forth in this Section 4.2.

(a) Albertsons acknowledges and agrees that the University shall have the right to solicit and enter into sponsorships for its Athletic Program and its facilities with other parties that are not Albertsons Competitors provided that (A) such sponsorships do not promote or advertise products in the Category and (B) such sponsorships comply with Section 3.2(b), this Article IV and all other provisions of this Agreement, in all respects.

(b) The Parties acknowledge that the playing field at the Stadium (the "Playing Field") is currently named "Lyle Smith Field" and the Parties agree that the University shall have the continued right to retain such name. However in the event that, at any time during the Term, the University chooses to rename the Playing Field, then the University shall negotiate exclusively with Albertsons with respect to the purchase by Albertsons of the naming rights for the Playing Field for a thirty (30) day period after the University notifies Albertsons in writing of such change in circumstances. If the Parties are unable to reach an agreement during such period, then, the University shall be free to grant one or more third party sponsors the right to name the Playing Field; provided that (A) such sponsorships do not promote or advertise products in the Category and (B) such sponsorships comply with Section 3.2(b), this Article IV and all other provisions of this Agreement, in all respects; and provided further that, prior to entering into such an agreement with a third party, the University shall provide Albertsons with the opportunity to acquire such rights on substantially the same terms and conditions as such third party has offered.

(c) Broadcast Advertising. The University's broadcast and publication partners may sell advertising inventory during broadcasts of Team games and in Team publications to another Person (including an Albertsons Competitor) for marketing, promoting or advertising its products and services in the Category if and to the extent the University does not have the authority to control the sale of such inventory. Notwithstanding the fact that they may not have the authority to exercise control over such inventory, the University agrees to use its good faith efforts to seek broadcast and publication partners' cooperation in respecting Albertsons' exclusivity, including where practicable, designating the Category as a "blocked" or "exclusive" category for broadcast or publication advertising.

(d) Albertsons acknowledges and agrees that the University has over 400 licensees who make and sell Boise State related goods and products that feature the University name and Athletics Marks ("University Licensed Product"). Furthermore Albertsons acknowledges and agrees that Albertsons Competitors as defined herein now sell and will continue to sell such University Licensed Product. Albertsons acknowledges and agrees that nothing herein shall prevent the sale and/or advertising of such University Licensed Product by Albertsons Competitors provided that such advertising and sale shall relate solely to the sale of University Licensed Product. Furthermore, Albertsons acknowledges and agrees that nothing in this Agreement shall prevent University from granting similar licenses in the future for goods and products in the Category as defined hereunder.

ARTICLE V

TERM; EXCLUSIVE RIGHT OF FIRST NEGOTIATION

Section 5.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and, unless sooner terminated or extended pursuant to the provisions hereof, or in the Letter Agreement, will terminate after the expiration of the fifteenth (15th) Contract Year.

Section 5.2 Early Termination Right. Commencing upon the expiration of the fifth (5th) Contract Year, Albertsons shall have the right, in its sole discretion, to terminate this Agreement for any reason (or no reason) upon providing not less than two (2) years prior written notice to the University. As a pre-condition to the effectiveness of such termination, Albertsons must pay an early termination payment as set forth in the Letter Agreement (the "Early Termination Payment").

Section 5.3 Right of First Negotiation.

(a) The University agrees that the University will not directly or indirectly, solicit indications of interest for, or negotiate with any Person regarding, or enter into any agreement or understanding with respect to (A) naming rights for the Stadium for any period following the Term, (B) a similar scope of sponsorship or promotional rights as those granted to Albertsons under this Agreement for any period following the Term, or (C) any portion of the rights granted to Albertsons under this Agreement such that if such rights were granted to another party, the University would not be able to make available to Albertsons substantially similar rights after the Term as are currently granted to Albertsons under this Agreement (a "Replacement Agreement"), without the University having first engaged in good faith exclusive negotiations with Albertsons during the time period beginning February 1, 2028, and ending July 31, 2028 (such period as may be adjusted hereunder, the "Negotiation Period"), for an extension of this Agreement beyond the initial Term. Albertsons understands that, at any time after the Negotiation Period (but not before) the University shall be free to negotiate with any third party regarding a Replacement Agreement for the period commencing immediately following the expiration of the Term; provided, however, the University shall not enter into any Replacement Agreement except as permitted by this Section 5.3.

(b) If the Parties are not able to agree on terms and conditions under which the Term shall be extended and to execute a new naming rights agreement (or an extension or amendment of this Agreement) during the Negotiation Period, then upon the expiration of the Negotiation Period, the University shall thereafter be free to solicit indications of interest for, or negotiate with any Person regarding, or enter into a Replacement Agreement; provided, however, that the University shall not enter into such proposed Replacement Agreement unless and until the University complies with the requirements of Section 5.3(c) below (or if the University enters into such a proposed Replacement Agreement, the effectiveness of such Replacement Agreement shall be conditioned upon Albertsons not exercising its rights hereunder).

(c) The University shall deliver to Albertsons a term sheet or memorandum setting forth all material terms and conditions of any proposed Replacement Agreement described in Section 5.3(b). Albertsons shall have until 5:00 p.m. Boise, Idaho time on the

thirtieth (30th) day following receipt of such term sheet or memorandum to agree to renew this Agreement on substantially similar terms and conditions as the proposed Replacement Agreement, except as may be necessary to reflect the difference of the naming rights partner (an "Equivalent Extension Offer"). If Albertsons makes an Equivalent Extension Offer, the University shall accept it and the University shall decline the proposed Replacement Agreement (or if the Replacement Agreement was conditioned upon Albertsons not exercising its rights hereunder, the University shall immediately terminate the Replacement Agreement). Thereafter the Parties shall immediately enter into a definitive naming rights agreement (or an extension or amendment of this Agreement) reflecting the terms and conditions of the Equivalent Extension Offer (such agreement, extension or amendment of this Agreement being an "Extension Agreement"). This Section 5.3 shall survive the expiration of this Agreement.

ARTICLE VI

CONSIDERATION

Section 6.1 Rights Fees. In consideration for the rights and benefits to be granted by the University hereunder, Albertsons will pay to BSP the amounts set forth, collectively, the "Rights Fees" in that certain letter agreement of even date herewith, the "Letter Agreement," between Albertson's and BSP. University acknowledges and agrees that payment to BSP of the Rights Fees under the Letter Agreement is authorized and approved by University and satisfies Albertson's obligation to pay the Rights Fees under this Agreement. University agrees to look solely to BSP and not Albertson's for all or any portion of the Rights Fees to which University may be entitled pursuant to University's agreements with BSP.

Section 6.2 Payment Terms. All Rights Fees shall be paid by Albertsons by wire transfer of immediately available funds to such account(s) as designated by BSP.

Section 6.3 Reduction of Rights Fees and Other Rights. If for any reason other than Force Majeure, including as the result of NCAA Agreements, (a) the Team does not play all of its home games in the Stadium during any Contract Year, (b) the Team plays fewer than six (6) home games in the Stadium during any Contract Year for any reason, or (c) the Team incurs sanctions which prevent the team from appearing in conference championship games or post season conference tournaments, NCAA, or playoff/bowl games during any Contract Year, then Albertsons shall be entitled to (i) a mutually agreeable equitable adjustment, and/or (but without double recovery), (ii) a corresponding equitable extension at the end of the Term, with no payment obligation for the duration of such extension, or (iii) if applicable, the termination rights provided in Section 13.4.

ARTICLE VII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.1 Representations, and Warranties and Covenants of the University. The University hereby represents and warrants to Albertsons that:

(a) The University has all requisite power and authority to conduct its business as currently conducted.

(b) The University has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement, including, without limitation, the right to grant naming rights for the Stadium.

(c) The University has taken all necessary action to authorize its execution, delivery and performance of this Agreement. The University has taken all necessary action to approve of BSP entering into the Letter Agreement with Albertson's. This Agreement, when executed and delivered by the University shall constitute a legal, valid and binding obligation of the University, enforceable against the University in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance of this Agreement by the University does not and will not constitute a violation or a breach of, or constitute a default under (1) organizational documents of the University, (2) any applicable law, rule or regulation of a governmental authority binding upon or applicable to the University, (3) any material agreements to which the University is a party, or (4) any NCAA Agreement. No approval or other action by any governmental authority or agency is required in connection herewith.

(e) There is no pending or, to the University's knowledge, threatened objection or claim being asserted against the University in any administrative or judicial proceeding or by any person or entity with respect to the ownership, validity, registerability, enforceability or use of any of the Athletic Program Marks or challenging or questioning the validity or effectiveness of any such ownership or license and, to the University's knowledge, there is no basis for any such objection or claim.

(f) The University will, at no cost or expense to Albertsons, cause the Stadium to be maintained and operated in material compliance with the standards of operation and maintenance of other Stadiums which are used by Division 1 FSB programs for varsity home football games, keep the Stadium in a good, clean and safe condition fit for the hosting of Team home games and other events held at the Stadium and be responsible for the compliance with the obligations of the University under this Agreement and with all applicable laws, rules and regulations, including, without limitation, the requirements of all safety, health and environmental laws, regulations and rules, and NCAA Agreements.

(g) Nothing contained within the NCAA Agreements or any rules, requirements or agreement with or of the MWC will prevent the University from providing to Albertsons the rights and benefits set forth in this Agreement and on Exhibit A.

(h) The University shall cause the Team to play all pre-season, regular season, playoff, and championship "home" games in the Stadium ("Home Games").

(i) There are no claims, demands, actions or proceedings pending or, to the University's knowledge, threatened against the University that could either individually or in the

aggregate reasonably be expected to have a material adverse effect on the University's ability to perform its obligations.

Section 7.2 Representations, Warranties and Covenants of Albertsons. Albertsons hereby represents and warrants to the University that:

(a) Albertsons has all requisite power and authority to conduct its business as presently conducted.

(b) Albertsons has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement including, without limitation, to grant the rights and licenses set forth in Section 2.2(b) and Section 8.1.

(c) Albertsons has taken all necessary action to authorize its execution, delivery and performance of this Agreement. This Agreement, when executed and delivered by it, shall constitute a legal, valid and binding obligation of such Person, enforceable against it in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance of this Agreement by Albertsons does not and will not constitute a violation or a breach of, or constitute a default under (1) its organizational documents, (2) any applicable law, rule or regulation of a governmental authority binding upon or applicable to it, or (3) any material agreements to which it is a party. No approval or other action by any governmental authority or agency is required in connection herewith.

(e) There is no pending or, to such Person's knowledge, threatened objection or claim being asserted against it in any administrative or judicial proceeding or by any Person with respect to the ownership, validity, registerability, enforceability or use of any of the Albertsons Marks or challenging or questioning the validity or effectiveness of any such ownership or license and, to such Person's knowledge, there is no basis for any such objection or claim.

(f) There are no claims, demands, actions or proceedings pending or, to Albertsons' knowledge, threatened against Albertsons that could either individually or in the aggregate reasonably be expected to have a material adverse effect on its ability to perform its obligations.

ARTICLE VIII

USE OF MARKS

Section 8.1 The University's Use of Albertsons Marks. In addition to the license granted in Section 2.2(b) relating to the Stadium Name and Stadium Logo, Albertsons hereby grants to the University, during the Term, at no charge, the non-exclusive right and license to use the Albertsons Marks in conjunction with acknowledging Albertsons and its Affiliates' status as an

official sponsor of the University. Albertsons shall have the right to approve in advance any materials to be used by the University in displaying the Albertsons Marks. Except as expressly provided herein and subject to the terms and conditions hereof, the University shall not have any rights whatsoever to utilize any Albertsons Marks. The University acknowledges and agrees that Albertsons Marks shall be and remain the sole property of Albertsons. Any and all rights under trademark or copyright law or otherwise relating to Albertsons Marks and the goodwill associated therewith shall inure to the benefit of Albertsons. The University shall not infringe upon, harm or contest the rights of Albertsons in its Marks. Any use of Albertsons Marks, except as specifically authorized herein, shall require, in each instance, the prior written consent of Albertsons.

Section 8.2 University Intellectual Property: Subject to the superseding rights of the MWC, Albertsons acknowledges and agrees that University owns the intellectual property rights associated with the University, its athletic teams, its facilities and the associated events and broadcasts ("University Intellectual Property"). Notwithstanding anything herein to the contrary, including without limitation the provisions of Section 2.2., Albertsons acknowledges University's exclusive right, title and interest in and to the Athletics Marks and other University Intellectual Property and will not in any manner represent that Albertsons has any ownership therein, or in any registration thereof and will not knowingly in any way do or cause to be done any act or thing contesting or any way impairing any part of such right, title and interest.

ARTICLE IX

FORCE MAJEURE

Section 9.1 Force Majeure. In the event that any Party hereunder is unable to perform or is precluded from performing its obligations under this Agreement due to any unforeseen circumstances beyond the reasonable control of such Party, including, but not limited to, fire, earthquake, explosion or other casualty, riot, or civil commotion, act of government or governmental instrumentality (whether federal, state or local), war, act of terrorism, failure of performance by a common carrier, failure in whole or in part of third party technical facilities (e.g., an Internet hosting company), or act of God (a "Force Majeure Event"), then such inability to perform shall not be deemed to be an Albertsons Default (defined below) or University Default (defined below) hereunder, as the case may be; provided, however, that such Party shall make all reasonable efforts to continue to meet its obligations throughout the duration of the Force Majeure Event and the suspension of any obligations of such Party shall only last during the time the Force Majeure Event continues (and such reasonable time thereafter to allow such Party to respond to such condition). Notwithstanding the foregoing, if during any Contract Year, any Home Games are cancelled at the Stadium due to a Force Majeure Event and is not rescheduled at the Stadium during the Term and as a result, the University fails to provide rights and benefits granted to Albertsons hereunder for such Contract Year, then Albertsons will have the right to receive (a) a mutually agreeable equitable adjustment to the Rights Fees, and/or (but without double recovery) (b) a corresponding equitable extension at the end of the Term; and (c) if applicable, the termination rights provided in Section 13.4.

ARTICLE X
INDEMNIFICATION

Section 10.1 Indemnification.

(a) The University shall defend, indemnify and hold harmless Albertsons, its Affiliates, officers, directors, managers, owners, agents and employees of the foregoing ("Albertsons Indemnitees") from and against any and all claims, damages, demands, suits, actions, complaints, liabilities, judgments, losses, costs and expenses, of any nature whatsoever, including reasonable attorneys' fees and all costs of investigation (collectively, "Claims"), alleged to have arisen out of or relating to (i) any breach by the University of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of the University hereunder, (iii) any infringing use, or allegation of such use, by Albertsons of Athletic Program Marks (provided that Albertsons' use of Athletic Program Marks is in accordance with and as permitted under the terms of this Agreement) and/or any copyright claim for materials created or distributed by or on behalf of one or more the University that include any Athletic Program Mark, (iv) any unfair or fraudulent advertising charges or claims related to advertisements of the University or its Affiliates, (v) any negligence or willful misconduct by the University or its respective officers, directors, managers, owners, agents and employees relating to the rights and benefits granted hereunder to Albertsons, (vi) the Stadium, including, without limitation, the operation, management or administration of the Stadium and any personal injury (including death) or property damage suffered at or on the Stadium premises or relating to any environmental claims in or about the Stadium, or (vii) a Stadium event, except, in each case, to the extent attributable to the negligence or willful misconduct of any Albertsons Indemnitee; provided, however, that Albertsons Indemnitees shall promptly notify the University of any Claim to which the indemnification set forth in this paragraph applies (it being understood that the failure to so notify shall not excuse the University from its obligations under this paragraph except to the extent that such failure increases the liability of the indemnifying Party hereunder) and shall tender to the University the defense thereof. If the University promptly assumes the defense of a Claim covered by this Section 10.1(a), no Albertsons Indemnitee may settle or compromise such Claim without the prior written approval of the University. If the University fails to assume the defense of such Claim, the Albertsons Indemnitees may settle or compromise such Claim on such terms as the Albertsons Indemnitees may reasonably deem appropriate, and the University shall reimburse the Albertsons Indemnitees for the cost of such settlement, in addition to the University's other obligations hereunder.

(b) Albertsons shall defend, indemnify and hold harmless the University, its respective Affiliates and the respective officers, directors, managers, owners, agents and employees of the foregoing ("University Indemnitees") from and against any and all Claims alleged to have arisen out of (i) any breach by Albertsons of its covenants or obligations hereunder, (ii) any inaccuracy of the representations and warranties of Albertsons hereunder, (iii) any infringing use, or allegation of such use, by the University of Albertsons Marks, the Stadium Name or Stadium Logo (provided that the University's use of Albertsons Marks, Stadium Name and Stadium Logo is in accordance with and as permitted under the terms of this Agreement) and/or any copyright claim for Advertising Copy created or distributed by or on behalf of Albertsons that include any Albertsons Mark, the Stadium Name or Stadium Logo, (iv) the

content of any Advertising Copy or Signs, including unfair or fraudulent advertising charges or claims related thereto, or (v) any negligence and willful misconduct by Albertsons or its officers, directors, managers, owners, agents and employees relating to the exercise or utilization by Albertsons of the rights granted hereunder except, in each case, to the extent attributable to the negligence or willful misconduct of the University Indemnitee; provided, however, that University Indemnitees shall promptly notify Albertsons of any Claim to which the indemnification set forth in this paragraph applies (it being understood that the failure to so notify shall not excuse Albertsons from its obligations under this paragraph except to the extent that such failure increases the liability of Albertsons hereunder) and shall tender to Albertsons the defense thereof. If Albertsons promptly assumes the defense of a Claim covered by this Section 10.1(b), no University Indemnitee may settle or compromise such Claim without the prior written approval of Albertsons. If Albertsons fails to assume the defense of such Claim, the University Indemnitees may settle or compromise such Claim on such terms as the University Indemnitees may reasonably deem appropriate, and Albertsons shall reimburse the University Indemnitees for the cost of such settlement, in addition to the University's other obligations hereunder.

(c) With respect to the indemnitees enumerated in Section 10.1(a) and Section 10.1(b), the indemnifying Party(ies) shall, upon request by the indemnitee(s), allow the indemnitee(s), at its (their) own expense, to cooperate in the defense of any such Claim.

(d) An indemnifying Party's duty to pay any Claim hereunder shall, in each instance, be reduced by the amount the indemnified Party recovers from any third party in connection therewith, including, without limitation, as a result of, at its discretion, exercising its rights as a third party beneficiary under another contract or pursuing and receiving insurance proceeds in connection with such Claim. The intent of this provision is that the indemnified Party be made as whole as possible and not receive a windfall.

(e) Notwithstanding anything to the contrary herein, nothing herein shall be deemed to constitute a waiver by either Party of any privilege, protection, or immunity otherwise afforded it under any state or federal law.

ARTICLE XI
INSURANCE

Section 11.1 University Insurance Coverage. During the Term, the University agrees to maintain at its sole cost and expense, insurance coverage as follows:

University is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902 as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are proscribed by Idaho Code section 6-924 (not less than $500,000) as well as worker's compensation coverage for its employees, as required under Idaho Code Section 72-301. University's liability coverage obligations shall be 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. University shall insure its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code section 72-301.

Section 11.2 Certificates and Policies of University's Insurance. Upon execution of this Agreement, the University shall provide Albertsons with evidence of insurance indicating all coverage required by Section 11.1. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. Evidence of insurance and notices shall be sent to: Albertson's LLC, Attn: Records Center-COI, 250 E. Parkcenter Blvd., Boise, ID 83706.

Section 11.3 Albertsons Insurance Coverage. During the Term, Albertsons agrees to maintain at its sole cost and expense, insurance coverage as follows:

(a) Commercial general liability insurance with coverage equal to that provided by the University in Section 11.1 above.

(b) Workers' compensation insurance affording statutory coverage and statutory limits with a minimum in employer liability limits not less than the minimum provided by the University in Section 11.1 above.

Section 11.4 Certificates and Policies of Albertsons' Insurance. Upon execution of this Agreement, Albertsons shall provide the University with evidence of insurance indicating all coverage required by Section 11.3. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS. Evidence of insurance and notices shall be sent to University at the Notice address contained in Section 14.5.

ARTICLE XII
PROTECTION OF RIGHTS

Section 12.1 Protection of Albertsons Rights. The Parties acknowledge that this Agreement may be subordinate to any liens of a Stadium Lender or to certain other parties providing financing or other rights. Accordingly, the University shall, upon Albertsons' request, obtain such enforceable written confirmation as Albertsons deems reasonably necessary to ensure that Albertsons' rights shall not be adversely affected by the exercise of any Stadium Lender's rights under the applicable loan documentation, including following a foreclosure upon (or delivery of a deed-in-lieu-of-foreclosure) or other similar process or by any other party with rights in the Stadium that are senior to Albertsons' rights under this Agreement.

ARTICLE XIII

DEFAULT; TERMINATION

Section 13.1 Default by Albertsons.

(a) Events of Default. The occurrence of one or more of the following matters shall constitute a default by Albertsons (an "Albertsons Default"):

(i) Albertsons' failure to pay any of the Rights Fees or other amounts when due to BSP under the Letter Agreement, if such failure shall continue for a period of thirty (30) days after written notice from BSP to Albertsons, specifying the failure and demanding that it be cured.

(ii) Albertsons' failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice from the University to Albertsons, specifying the failure or breach and demanding that it be corrected.

(iii) Albertsons (I) applies for or consents to the appointment of a custodian of any kind, whether in bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within 120 days.

(b) Rights and Remedies of the University upon Albertsons Default. Upon the occurrence of an Albertsons Default, the University shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance and (iv) terminate this Agreement.

Section 13.2 Default by the University.

(a) Events of Default. The occurrence of one or more of the following events shall constitute a default by the University (a "University Default"):

(i) The University's failure to pay any amounts when due to Albertsons hereunder, if such failure shall continue for a period of thirty (30) days after written notice by Albertsons specifying the failure and demanding that it be cured.

(ii) The Team ceases to play all of its Home Games in the Stadium in accordance with Section 7.1(h).

(iii) The University's failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, and such failure or breach shall continue for a period of thirty (30) days after written notice by Albertsons to the University, specifying the failure or breach and demanding that it be cured.

(iv) If the University (I) applies for or consents to the appointment of a custodian of any kind, whether in Bankruptcy, common law or equity proceedings, with respect to all or any substantial portion of its assets, (II) becomes insolvent or is unable, or admits in writing its inability, to pay its debts generally as they become due, (III) makes a general assignment for the benefit of its creditors, or (IV) (x) files a petition seeking relief under the United States Bankruptcy Code or (y) if such a petition is filed by any of its creditors, such petition is approved by a court of competent jurisdiction and such approval is not vacated within one hundred twenty (120) days.

(b) Rights and Remedies of Albertsons upon University Default. Upon the occurrence of a University Default, Albertsons shall have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance, and (iv) terminate this Agreement and the Letter Agreement.

Section 13.3 Cumulative Rights and Remedies. All rights and remedies of the Parties herein specified are cumulative and are in addition to, and not in limitation of, any rights and remedies the Parties may have at law, in equity or otherwise, and all such rights and remedies may be exercised singularly or concurrently.

Section 13.4 Albertsons' Special Termination Rights.

In addition to the rights and remedies set forth in Section 13.2(b) and the Early Termination Right set forth in Section 5.2, Albertsons may terminate this Agreement by providing written notice thereof to the University if (i) the Team ceases to use the Stadium as the location for its Home Games; (ii) the Team ceases to be a Division I FBS program; (iii) a Force Majeure Event results in no regular season Team home games being played at the Stadium for more than twelve (12) months as set forth in Article IX; or (iv) the Team incurs sanctions which prevent the Team from appearing in conference championship games or post season conference tournaments, NCAA, or playoff/bowl games during any Contract Year. Upon a termination by Albertsons of this Agreement in accordance with this Section 13.4 or Section 13.2, Albertsons shall be entitled to a refund from BSP of a pro-rata portion of the Rights Fees previously paid by Albertsons to BSP for the months remaining in the Contract Year after the termination occurs. Such refund shall be paid to Albertsons no later than thirty (30) days after the effective date of termination of this Agreement by Albertsons.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Independent Contractor. Each of the Parties is an independent contractor and no Party is empowered to bind another with respect to any contracts, arrangements or understandings with any outside party.

Section 14.2 Headings. The descriptive heading of the Articles and Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 14.3 Entire Agreement. This Agreement, including the schedules and exhibits attached hereto, which are incorporated herein, constitutes the entire agreement between and among the Parties, and supersedes any previous oral or written agreements, representations and covenants, regarding the subject matter hereof and shall become a binding and enforceable Agreement between and among the Parties hereto and their respective successors (including successors to the Stadium and the Team) and permitted assigns upon the full and complete execution and unconditional delivery of this Agreement by all Parties hereto. This Agreement may not be amended, modified or supplemented unless executed by the University and Albertsons.

Section 14.4 Assignment. This Agreement and the rights and obligations of any Party hereunder may not be assigned without the prior written consent of the other Parties, which written consent shall not be unreasonably withheld; provided, however, that neither Albertsons nor the University, as applicable, shall be required to obtain the written consent of the University or Albertsons, as applicable, for (a) any transfer by such transferor of this Agreement to a transferee in connection with a change of control of transferor, including, without limitation by way of merger, corporate restructuring, reorganization, consolidation, divestiture, recapitalization, combination, exchange of shares, spin-off, sale of such transferor's outstanding voting securities, (b) the sale or other transfer of all or substantially all of such transferor's assets or (c) any transfer of this Agreement or any rights and benefits hereunder to an Affiliate of such transferee. If BSP's Multi-Media Rights Agreement with University terminates or expires before the Term of this Agreement, then all rights and obligations of BSP under the Letter Agreement shall automatically be assigned by BSP and vest in University or University's then Multi Media Rights partner as designated by University with no further documentation necessary or required to give effect to such assignment.

Section 14.5 Notices. All notices and other communications hereunder will be in writing and will be deemed to be given upon receipt if delivered personally, by registered or certified mail (return receipt requested) or by overnight courier to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

If to Albertsons, to:

Albertson's LLC
250 E. Parkcenter Boulevard
Boise, ID 83706
Attention: Bob Butler, Chief Operating Officer

with copies to:

Office of the General Counsel
Albertson's LLC
250 E. Parkcenter Boulevard
Boise, ID 83706
Attention: Paul Rowan

If to the University, to:

Boise State University
1910 University Drive
Boise, ID 83725
Attention: Stacy Pearson, Vice President
for Finance and Administration

with a copy to:

Office of the General Counsel
Boise State University
1910 University Drive
Boise, ID 83725

And with a copy to:

Bronco Sports Properties, LLC
1910 University Drive
Boise, ID 83725-1022
Attention: General Manager

Section 14.6 Governing Law. This Agreement will be governed by the laws of the State of Idaho without reference to principles of conflicts of laws.

Section 14.7 Confidentiality. The Parties will keep confidential the specific material terms and conditions of the transaction contemplated hereby, provided that disclosure may be made (a) to their respective counsel, financial advisors, and consultants who require such information to advise their clients in connection with the transaction contemplated hereby, (b) if disclosure is required by Court order, or applicable law or regulation and (c) if disclosure is required to

comply with a request or requirement of a governmental or administrative entity or agent thereof. Each of the Parties will direct their respective counsel, financial advisors and consultants to maintain such information in the strictest confidence. No Party will make any public announcement with respect to this Agreement or the transactions contemplated hereby or disclose the specific terms of this Agreement or the transaction contemplated hereby to any third party without the prior written consent of the other.

Section 14.8 Choice of Venue. Any and all disputes arising under this Agreement shall be initiated and adjudicated exclusively in state courts located in Ada County, Idaho. Each Party waives any objection it has to venue based on forum non conveniens or similar grounds with respect to an action brought in such jurisdiction.

Section 14.9 Waiver of Jury Trial. The Parties waive any rights to a trial by jury in any action, proceeding, or counterclaim brought by any of the Parties against any other Party on, or in respect of, any matter whatsoever arising out of or in any way connected with this Agreement or any document or instrument delivered in connection with this Agreement, the relationship of Parties hereunder, and/or any claim of injury or damage.

Section 14.10 Sovereign Immunity and Standing to Enforce Covenants. The University acknowledges that the ability of Albertsons to enforce the terms of this Agreement and, if necessary, to have the right to pursue injunctive relief is of critical importance to Albertsons and without such rights, Albertsons would not agree to enter into this Agreement. To the fullest extent permitted by law, the University irrevocably waives and forever relinquishes any and all rights it may have to assert a defense of sovereign immunity or similar theory in connection with any action, proceeding, suit, arbitration or other matter before any court, tribunal, arbitrator(s) or other adjudicative body or otherwise in connection with the transaction contemplated by this Agreement, and/or any other agreements or covenants contemplated in connection with this Agreement, and, in connection therewith, agrees to the granting to Albertsons of injunctive relief and to the entry of a judgment for damages in the event of a default or breach by the University. The University agrees to execute such additional waivers and take any and all additional actions reasonably necessary or reasonably requested by Albertsons to ensure that this waiver of sovereign immunity is binding and enforceable.

Section 14.11 Expenses. Each Party shall bear its own expenses in connection with this Agreement, and the transactions contemplated hereby. Without limiting the generality of the foregoing, Albertsons shall be solely responsible for any commissions owing to third parties (e.g., advertising agencies) in connection with the rights and benefits obtained by Albertsons hereunder as a result of any brokers or finders procured by it and the University shall be solely responsible for any commissions owing to third parties (e.g., advertising agencies) in connection with the rights and benefits granted by the University hereunder as a result of any brokers or finders procured by them.

Section 14.12 Drafting. Each Party warrants, represents, and agrees that in executing and delivering this Agreement it does so freely and voluntarily, that such party has consulted with or has had the opportunity to consult with independent counsel of such Party's own choice concerning this Agreement, and that each Party has read and understands this Agreement, is fully aware of its legal effect and has entered into it freely based on such Party's own judgment.

Hence, this Agreement shall not be construed against any Party on the basis that such Party was the drafter.

Section 14.13 No Third Party Beneficiaries. Except for BSP's rights under the Letter Agreement, this Agreement is not intended, and shall not be construed, to create any interests or rights for any third party beneficiaries.

Section 14.14 Severability. If any term, covenant, condition or restriction hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder of the terms, covenants, conditions and restrictions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 14.15 Waiver. No waiver of any right, obligation or default shall be implied, but must be in writing, signed by the Party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default shall not be construed as a waiver of any subsequent or other right, obligation or default.

Section 14.16 Counterparts. This Agreement may be executed in two or more counterparts all of which together shall constitute one and the same agreement. Delivery of a copy of this Agreement by facsimile transmission, by electronic mail in "portable document format" ("pdf") form or by any other electronic means that preserves the original graphic and pictorial appearance of a document shall have the same effect as physical delivery of the paper document bearing the original signature.

Section 14.17 Approvals.

(a) Government Approvals. The Parties acknowledge and agree that certain signage is subject to the requirements of state and local governments and the Federal Highway Administration. Accordingly, all signage shall comply with all applicable governmental rules and regulations.

(b) NCAA and MWC Rules. The Parties also acknowledge and agree that this Agreement is subject to Idaho law and any NCAA and MWC (or any other athletic conference of which University may become a member during the term) rules and regulations applicable to signage, marketing and promotional materials effective as of the date such regulation shall take effect.

(c) University Obligation. It shall be the University's obligation to assure that all signage shall comply with all applicable state and local laws and NCAA and MWC rules and regulations.

(d) State Board of Education. This Agreement is subject to the approval of the State Board of Education ("SBOE"). The University shall seek approval from the SBOE of this Agreement and such naming at the first available regularly scheduled meeting of the SBOE following the Parties' execution of this Agreement. This Agreement shall be of no force or effect

until the SBOE approval is obtained. If this Agreement is not approved by the SBOE, then this Agreement and all terms and conditions contained herein will be null and void.

Section 14.18 Liabilities and Obligations of the Parties. Any and all obligations and liabilities of the University, including the obligation to pay any amounts under this Agreement from and after the time such amounts are due and payable (including, without limitation, arising from a breach hereof) are joint and several.

Section 14.19 Survival. Sections 2.2(b), 2.4, 3.7, Article V, 8.1, 10.1, 11.1, 12.1 and this Article XIV shall survive the expiration or earlier termination of this Agreement, together with any other provision which by its terms or nature is intended to survive such expiration or termination.

Section 14.20 Non-discrimination. The University and Albertsons agree that in fulfilling the terms of this Agreement, neither Party will discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, disability, or Veteran status.

Section 14.21 Limitations of Liability. No claim may be made by any Party hereunder against any other Party or any affiliate, director, member, manager, officer, employee, attorney or agent thereof for any special, indirect, consequential, incidental or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions or relationships contemplated by this Agreement or any other transaction, relationship, act, omission or event arising or occurring in connection therewith. Each Party waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. Nothing in this Section 14.21 shall limit the liability of any party to indemnify another party under Article X for Claims made by third parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

ALBERTSONS:

ALBERTSON'S LLC

By: _____
Name: ROBERT G. MILLER
Title: CHIEF EXECUTIVE OFFICER

UNIVERSITY:

BOISE STATE UNIVERSITY

By: _____
Name: Robert W. Kustra
Title: President

S-1

ACKNOWLEDGED AND AGREED:

BRONCO SPORTS PROPERTIES, LLC

By: _____
Name: Daniel Hawley
Title: General Manager

EXHIBIT A

ADVERTISING/SPONSORSHIP RIGHTS AND BENEFITS

(Capitalized Terms are as defined in the Agreement)

a. Naming

The lobby in the Alumni and Friends building shall be named "Albertsons Lobby."

b. Signage

i. Stadium Logo on exterior of Stadium over all four spectator gate entrances
ii. Directional Signage throughout stadium concourse
iii. "Albertsons' Stadium" included in campus directional signage

c. Print Advertising

Stadium Logo on all Stadium-related literature, including brochures

d. Additional Advertising

i. Stadium Logo placed on plates, napkins, cups, glassware, etc. as such of those that bear logos, subject to third party agreements or other sponsorships (*e.g.*, Agri Beef napkins are produced for use within the Stueckle Sky Center)
ii. Stadium Logo placed on Staff uniforms
iii. Stadium Logo placed on all Stadium event programs, tickets, passes and lanyards
iv. Dedicated Albertsons Stadium information page hosted within Broncosports.com

e. Travel

One football game trip for four people each season (not including post-season bowl). This trip will include flights to and from the game on the University charter flight, tickets to the game and hotel accommodations.

f. Facility Use

Albertsons can use the Stadium for its official company events, (e.g., Albertsons Stadium Day, company picnics and other family events, Executive meetings in Stueckle Sky Center and charity and philanthropic events),subject to official University events and previously scheduled uses of the Stadium

1. Albertsons will not have to pay a rental fee but will be responsible for all expenses of such use
2. Albertsons may not use the Stadium for revenue generating events
3. Details to be mutually agreed upon
4. Subject to Athletics Department Facility Use Policies and Procedures

g. Miscellaneous

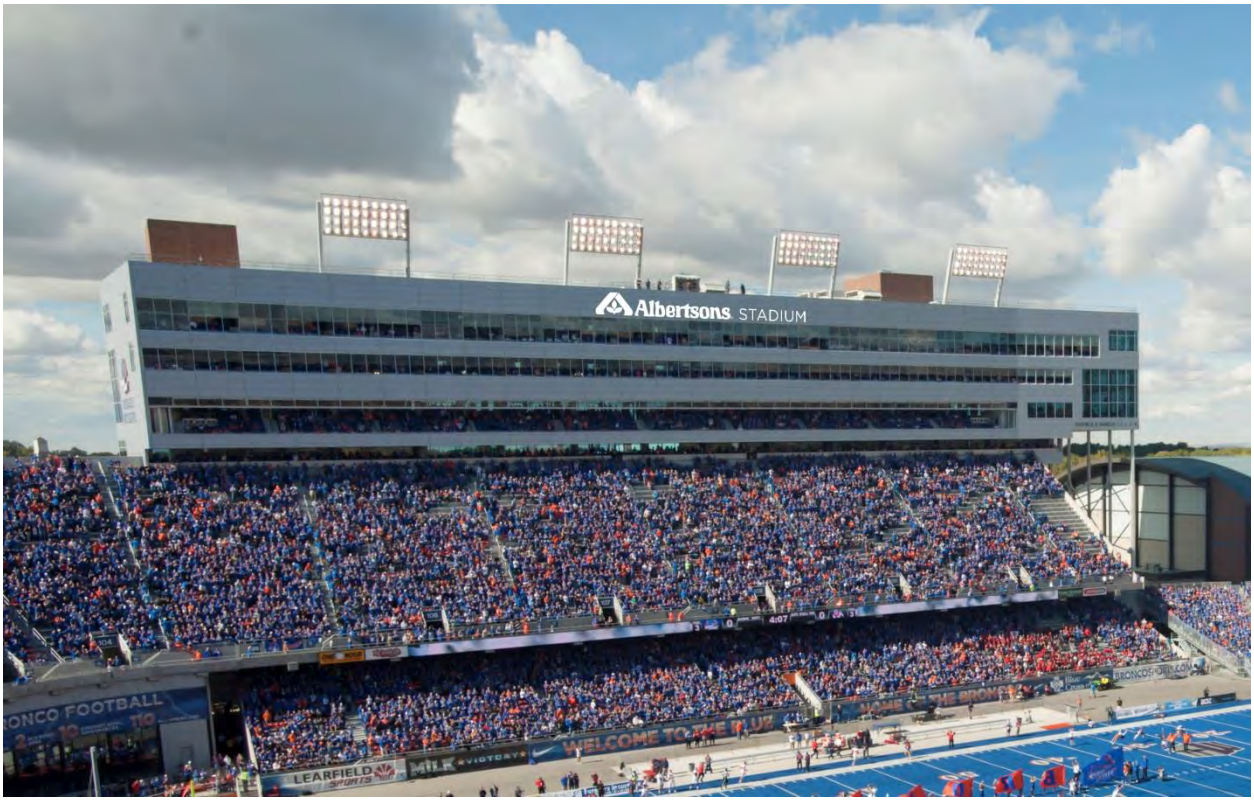
Inside access to Boise State Athletics – coaches' dinners and pregame VIP on field passes subject to escort by University.

SCHEDULE I TO EXHIBIT A

The parties will be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of the four major signs, as illustrated in the examples attached to this Schedule 1 to Exhibit A. Additionally, the parties will be jointly and equally responsible for all costs and expenses associated with the fabrication, construction and installation of stitching the Stadium Name into the stadium turf and the removal, reproduction, and installation of the large football player banners to include the Stadium Name or Stadium Logo as allowed by the NCAA.

However, the addition of the Stadium Logo on the football player banners and Albertsons' name on the Blue Turf (but not commercial logo) during regular season home games is subject to NCAA rules, policies, guidelines, and interpretations and existing name rights e.g. Lyle Smith Field. Should NCAA rules, policies, guidelines or interpretations preclude the addition of either of the Stadium Name, Stadium Logo, Albertsons name or Albertsons Marks on the football player banners, the banners shall not be changed for the purposes of this Agreement and Albertsons shall not be responsible for any costs associated with the banners.

Page 38:



Page 39:

Albertsons STADIUM
DISCIPLINE
EXCELLENCE
PASSION
verizon wireless
St Luke's

Page 41:

Albertsons
STADIUM
HOME OF THE BLUE
NICHOLSON-YANKE ATHLETIC CENTER

Page 42:

BOISE STATE
BRONCOS
Albertsons STADIUM
Albertsons STADIUM
10 20 30 40 50 40 30 20 10
10 20 30 40 50 40 30 20 10

EXHIBIT B

SUITE LICENSE AGREEMENT

EXHIBIT B

BRONCO STADIUM SUITE LICENSE AGREEMENT

THIS BRONCO STADIUM SUITE LICENSE AGREEMENT ("License") is made and entered into as part of the attached Naming Rights Agreement between Albertsons ("Suite Holder") and University. To the extent any terms of the attached Naming Rights Agreement conflict with the terms in this License, the terms of the Naming Rights Agreement shall control.

1. DEFINITIONS:

a) "Additional Events" means events other than Included Events which occur at Bronco Stadium and which are sponsored by University or open to the general public (such as the Famous Idaho Potato Bowl) and for which University, in its sole and absolute discretion, notifies Suite Holder that the Suite and Suite Tickets are available to the Suite Holder; and

b) "Bronco Stadium" means that certain outdoor athletic stadium located on University's campus known as Bronco Stadium, including all seats and common areas within the stadium, the suites and common areas within the Stueckle Sky Center, and the surrounding University-owned parking lots.

c) "Code" means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder.

d) "Events" means, collectively, Included Events and Additional Events.

e) "Included Events" means games of University's men's football team that are exhibition, regular season non-conference, and regular season conference home games that are included in the season ticket package and occur at Bronco Stadium.

f) "License Fee" means Suite Holder's payment to University for its License to be paid in accordance with Section 4(a).

g) "Parking Permits" means parking permits provided for Included Events.

h) "Renewal Term" means the term of any subsequent License entered into pursuant to Section 6.

i) "Suite" means the suite located in Stueckle Sky Center at Bronco Stadium that is assigned by University to Suite Holder.

j) "Suite Tickets" means tickets for individuals to access and use the Suite.

k) "Term" or "Original Term" means the term of this License, as set forth in Section 3.

2. LICENSE: University grants to Suite Holder and Suite Holder accepts, upon the terms and conditions set forth in this License, a non-transferable, revocable license to use Suite for viewing all Included Events occurring during the Term of this License. Suite Holder may also be eligible to purchase Suite Tickets for up to the maximum number of Additional Events per year set forth in the following table:

CHECK ONE	YEARS IN ORIGINAL TERM PLUS RENEWAL RIGHT*	MAXIMUM NUMBER OF ADDITIONAL EVENTS PER YEAR*
	3	20
	5	20
	7	20
	10	12
	12	8
	15	5

*As of the date of this License, the University estimates that Included Events will consist of approximately six (6) regular season football games. If the number of Included Events exceeds six (6) in one or more years, the parties agree that the maximum number of Additional Events for which the Suite Holder may use the Suite shall be reduced in one or more years to the extent necessary to ensure that the total number of days on which the Suite Holder has rights to use the Suite under the Original Term and any potential Renewal Term under this License does not exceed 200 within the meaning of the Code.

3. TERM: The Term of this License is coterminous with Naming Rights Agreement attached.

4. LICENSE FEE, TICKETS, FOOD AND PARKING:

a) Suite Holder agrees to pay University a License Fee of $_____zero (0.00)_____ annually (referred to herein as "License Fee" or "License Fee installment") for use of the Suite during Included Events that occur during the Term of this License. Said payment shall be due on June 1st of each year of the License.

b) The License Fee includes the cost of sixteen (16) Suite Tickets for each Included Event.

c) University represents that the License Fee has not been negotiated by the parties hereto. The License Fee for the Suite is equal to the amount set forth in University's fee schedule for licenses of a similar term and for suites similar in size, as such fee schedule is in effect as of the date of this License.

d) University may, in its sole and absolute discretion, notify Suite Holder of Additional Events. Additional Events may require a minimum number of Suite Tickets to be purchased in order to secure the Suite. The purchase price of Suite Tickets to each such Additional Event will be established by the University. In the event Suite Holder does not purchase the minimum number of Suite Tickets required for the Additional Event, University may license such Suite or sell Suite Tickets to members of the general public.

e) The License Fee includes the cost of four (4) Parking Permits for use at all Included Events. The License Fee does not include the cost of parking permits for Additional Events.

f) The License Fee does not include the cost of food or beverages. Food and beverages may be purchased separately from University. Such charges shall be made in accordance with Section 9 of this License. No other food or beverage may be carried in, delivered to, prepared, or consumed in the Suite.

g) The service of alcoholic beverages is subject to the continued approval of the Idaho State Board of Education (the "State Board"). The State Board has exclusive and complete discretion as to whether to allow alcohol on University property. As such, the State Board may revoke, modify, alter or limit the service of alcohol at any time. Thus, the allowance of alcohol is not a right or promise granted by this License and is not a part of the consideration upon which this License is based.

h) Suite Holder agrees to abide by University's policy and guidelines relating to alcohol, as are current in effect and as may be amended or updated from time-to-time in University's sole discretion. The current guidelines are attached as Appendix A.

i) The License Fee is payable in full, except as expressly provided otherwise herein, regardless of any cancellation or postponement of any Event scheduled at Bronco Stadium for any reason.

j) Charges for required and optional Suite Ticket purchases and optional Parking Permits shall be made according to Section 9.

k) It is Suite Holder's intention to make a charitable contribution to the University of the portion of each installment of the License Fee that exceeds the value of the Suite Tickets, Parking Permits, Suite License, food, and other benefits (collectively, the "License Benefits") provided by University to Suite Holder under this License (the "Excess Payment"). University encourages Suite Holder to obtain independent tax advice regarding any charitable contribution deduction, and University makes no representation or warranty regarding any possible tax deductibility of any portion of the License Fee or other amounts payable under this License. University has been advised that a significant percentage of the Excess Payment may be treated as a charitable contribution under Section 170(1) of the Code. University shall annually provide to Suite Holder a statement of payments to University and a good faith estimate of the fair market value of the license benefits received by Suite Holder under this License.

5. NO WARRANTY OF EVENTS: This License shall not operate as or constitute any warranty, representation, covenant, or guarantee by University that any particular Event, sports team, individual, or group shall occur, play, or appear at Bronco Stadium during the Term of this License. Failure by one or more of such teams, individuals, or groups to play or appear, cancellation or postponement of, or failure to schedule, any such Event, or the scheduling or

rescheduling of any Event at a venue other than Bronco Stadium, shall not entitle Suite Holder to any refund of the License Fee.

6. OPTION TO RENEW LICENSE: If Suite Holder is not in breach of the performance of its obligations under this License at the conclusion of the Term, Suite Holder and University may enter into negotiations to renew this License at the generally applicable, fair market value rates in effect at the time of the renewal (as determined by University's fee schedule, as in effect as of the date of such renewal), for a Renewal Term of up to but not exceeding ten (10) years, on such terms and conditions as University may offer. Renewal by Suite Holder is not a matter of right, but is at the sole option of University. University will determine the location of the Suite for the Renewal Term. Unless Suite Holder executes and returns the new agreement to University within the time period stated by the University at the time of submission of the form of the new license agreement, this option to renew shall expire and be of no further effect. Notwithstanding anything to the contrary in this Section or elsewhere in this License, the sum of the Original Term and any Renewal Term shall not exceed the total number of years set forth in the table contained in Section 2.

7. USE OF SUITE:

a) Subject to University's need to access the Suite for a valid University-purpose pursuant to Section 16 of this License, Suite Holder and Suite Holder's invitees shall be entitled to sole and exclusive use of the Suite during each Event for which they hold Suite Tickets, and for the time periods immediately before and after such Event when Bronco Stadium is open to all other ticket holders for such Event. Such time periods shall be designated by University in University's sole discretion. As of the date of this License, with respect to Included Events, the Suite shall be available to Suite Holder approximately two (2) hours prior to kickoff and Bronco Stadium shall be open approximately ninety (90) minutes prior to kickoff.

b) Suite Holder's and Suite Holder's officers, directors, employees, agents, or invitees use of the Suite shall be subject to all provisions, terms, and covenants of this License, all applicable federal and state laws, including any applicable health or safety standard, and the State Board and University policies, which the State Board and University may establish, modify, or amend from time to time in their sole discretion without prior notice to Suite Holder. If during an Event, any Suite Holder or any officer, director, employee, agent, or invitee of the Suite Holder fails to abide by such provisions, terms, covenants, laws, or State Board or University policies, the University, in its sole judgment, may remove Suite Holder or such officer, director, employee, agent, or invitee from the Suite and Bronco Stadium.

c) Suite Holder shall be solely responsible for, and shall promptly pay to University, all amounts due, including applicable taxes, for catering and all other services provided by University or any other vendor in connection with the use of the Suite, pursuant to Section 9 of this License.

d) Neither Suite Holder nor Suite Holder's invitees shall remove alcoholic beverages or food from the Stueckle Sky Center.

e) University reserves the right to prohibit use of alcoholic beverages in the Suite for any Event, including, but not limited to, University commencement and any championship event sponsored or administered by the National Collegiate Athletic Association.

8. FURNISHINGS AND UTILITIES:

a) University shall furnish the Suite as it deems appropriate. Suite Holder shall not make any additions or alterations in the interior or exterior of the Suite or the furniture, furnishings, and equipment therein without the prior written consent of University

b) Suite Holder or Suite Holder's invitees shall not place advertising signs or displays, including signs depicting Suite Holder's name, in or about the Suite without prior University approval.

c) University shall furnish water, heating, air conditioning, and electricity to the Suite without additional cost to Suite Holder. University shall not be liable for any damages suffered by Suite Holder for interruption of such service.

d) University will provide two televisions with local cable service and instant replay video in the Suite. University shall not be liable for any damages suffered by Suite Holder for interruption of such service.

9. PAYMENT FOR TICKETS, PARKING AND SERVICES:

a) Suite Holder must maintain on file with the University a valid Visa or MasterCard credit card number and a list of individuals whom Suite Holder authorizes ("Authorized Individuals") to make, on its behalf, those optional charges indicated in Subsection (b), below. Suite Holder may make changes to the credit card number or the list of Authorized Individuals by giving University written notice, and within five (5) business day after receipt, University will change the list as notified.

b) Suite Holder hereby authorizes University to charge payments for the following to the credit card on file with the University pursuant to paragraph (a), above, if such charges are authorized by Suite Holder or an Authorized Individual: (i) Suite Tickets for Additional Events purchased pursuant to Section 4(d); (ii) Parking Permits other than those included in the cost of the License Fee pursuant to Section 4(f); (iii) orders for catering; and (iv) orders for alcoholic beverages, food, and related services.

10. MAINTENANCE AND REPAIR:

a) University shall make or provide for such repairs as it deems necessary to the Suite and to furniture, fixtures, wall and floor coverings, and appliances provided by University. Such repairs shall be accomplished within a reasonable time, subject to availability of materials.

b) University shall be responsible for normal and customary cleaning of the Suite after each Event for which the Suite is used. Normal and customary cleaning shall include

vacuuming the carpet, dusting surfaces, washing windows and glass doors, wiping counters, and removing refuse and waste. Additional or extraordinary services for cleaning will be billed to Suite Holder.

c) Suite Holder shall keep and maintain the Suite in good repair, order, and condition, except for normal wear and tear, and shall reimburse University for costs incurred to repair any damage caused by Suite Holder or Suite Holder's invitees to the Suite or the property of the University therein.

11. INSURANCE REQUIREMENTS:

a) University will not provide any insurance covering any personal property of the Suite Holder within the Suite. If Suite Holder desires to carry insurance on such personal property, Suite Holder shall be responsible for arranging for such coverage at Suite Holder's sole expense.

b) If Suite Holder consists of one or more corporate or similar business entities, Suite Holder shall provide to University, annually by July 1 of each year of this License, a copy of a certificate of insurance meeting the following insurance requirements to Suite Holder:

COMMERCIAL GENERAL LIABILITY (CGL)	LIMITS
General Aggregate	$2,000,000
Products and Completed Operations	$1,000,000
Personal Injury	$1,000,000
Each Occurrence	$1,000,000
Medical Expense per person	$50,000
Fire Legal Liability	$1,000,000
Liquor Liability	$1,000,000

The policy must (i) be signed by an authorized agent and issued by an insurance company licensed to do business in the State of Idaho; (ii) name as additional insured Boise State University and the State of Idaho; and (iii) Suite Holder will provide for a written notice to University at least sixty (60) days in advance of any reduction in coverage or cancellation of the policy. Suite Holder's liability under this License shall extend beyond the limits of this coverage. University accepts no liability under this Section 11. The certificates of insurance shall be mailed or delivered to University at the following address:

Boise State University
Attn: Risk Management
1910 University Drive
Boise, Idaho 83725-1245

12. DAMAGE:

a) In the event of any damage to the Suite or Bronco Stadium which renders the Suite or Bronco Stadium unusable and if such damage is the result of a cause beyond the control of Suite Holder or its invitees, then the University may, at its option, either repair or restore the Suite or Bronco Stadium or terminate this License.

b) If University elects to repair or restore the Suite or Bronco Stadium, this License shall remain in full force and effect. If seating is unavailable at another location in Bronco Stadium, University shall refund Suite Holder a portion, as determined by University in its reasonable business judgment, of Suite Holder's current License Fee installment. Any refunded portion of a License Fee installment shall, at Suite Holder's option, be either credited to the License Fee installment payment during the next Renewal Term or paid to Suite Holder at the termination of this License.

c) If University elects not to repair or restore the Suite or Bronco Stadium, upon written notice from University to Suite Holder to such effect, this License shall terminate as of the date of such damage, and University shall, after deducting any amounts which may be owed by Suite Holder under this License, refund to Suite Holder a proration, as determined by University in its reasonable business judgment, of Suite Holder's current License Fee installment. Payment of said refund by University shall constitute full and final settlement of all claims by Suite Holder for the early termination of this License, and Suite Holder hereby acknowledges that it shall have no further claim in respect of such termination of this License against University.

13. BREACH:

a) If Suite Holder fails to make in a timely manner any payments required by this License, including without limitation any scheduled payment of the License Fee, payments for optional Suite Tickets or optional Parking Permits, or payment for food, beverages and related services provided by University, or if Suite Holder otherwise breaches this License, University shall have the right to terminate this License by giving Suite Holder thirty (30) days' written notice, during which such 30-day period Suite Holder may cure the breach. In the event Suite Holder fails to cure such breach, then all rights of Suite Holder under this License shall terminate immediately upon conclusion of such thirty (30) day period, and University may immediately or at any time thereafter make available the Suite to any third party or otherwise make use of the Suite in any manner which University deems appropriate in its sole discretion.

b) In the event of any termination of the License resulting from Suite Holder's breach of its obligations under this License, (i) University may apply the amount of any current License Fee installment against any outstanding obligations of Suite Holder to the University under this License, including any loss of future fees relating to the use of the Suite, or to any obligation of Suite Holder to University or any other entity for food, liquor, beverages or services used in the Suite; and (ii) in the event University is able to relicense the Suite prior to the expiration of the stated Term, University shall return to Suite Holder that proration of any current License Fee installment relating to

the unexpired portion of the Term, as measured from the date of such relicensing, less the aggregate of Suite Holder's outstanding obligations and all charges, costs and expenses attributable to Suite Holder's breach of this License, including all legal fees and costs incurred by the University in the enforcement of its rights. If the amounts collected by University upon any such relicensing are not sufficient to pay the full amount of all such obligations of Suite Holder, then Suite Holder shall pay any such deficiency upon University's demand.

c) Nothing hereinabove in Sections 13 (a) or (b) shall be construed to limit University's rights and remedies as set forth by this License or otherwise available to University in law or in equity, should the aggregate of Suite Holder's outstanding obligations and the charges, costs, and expenses attributable to Suite Holder's breach, including all legal fees and costs incurred by University in the enforcement of its rights, exceed the sum of that portion of any current License Fee installment relating to the unexpired portion to this License's Term.

d) No waiver by University of any breach by Suite Holder of its obligations under this License shall be construed to be a waiver or release of any other subsequent default or breach by Suite Holder, and no failure or delay by University in the exercise of any remedy provided for in this License shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy available to University.

14. TITLE: Title to the Suite remains at all times with University. Suite Holder acknowledges that all improvements now or hereafter in the Suite shall remain the sole and exclusive property of University.

15. TAXES: Suite Holder shall pay and hold University harmless from all taxes including sales tax, use tax, personal property tax, leisure or entertainment tax, or any tax of similar nature, levied upon this License, use of the Suite, tickets or personal property of Suite Holder located in the Suite.

16. ACCESS: University, its agents, and employees shall have access to, and the right to enter, the Suite at any time to examine the Suite's condition, to make any repairs, and to perform services required to be made or performed by the University, to show the Suite to prospective licensees, to use the Suite at times other than Included Events and other Events for which Suite Holder has the right to occupy the Suite, and for any other purpose deemed reasonable by University.

17. LIABILITY:

a) The University shall not be liable for any loss or damage to the persons or property of the Suite Holder or Suite Holder's invitees.

b) The Suite Holder agrees to indemnify and hold harmless the University, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description, including, without limitation, reasonable attorney fees, for damages to persons or property arising out of

or in connection with or occurring during the course of this License where such liability is founded upon and grows out of acts or omissions, neglect or wrongdoing of Suite Holder or any of Suite Holder's officers, employees, agents, or invitees, and Suite Holder shall, at its sole cost and expense, defend and protect the University against any and all such claims. Obligations under this Section 17(b) shall survive termination of this License.

c) Suite Holder agrees to use and occupy the Suite and other facilities of Bronco Stadium at its own risk and hereby releases University from all claims for damage or injury to the fullest extent permitted by law.

d) University shall further not be responsible for any theft , loss, or mysterious disappearance from the Suite of any property of Suite Holder or any of Suite Holder's officers, employees, agents, or invitees.

18. ASSIGNMENT:

a) Suite Holder shall not assign, sell, sublicense, hypothecate, or in any manner transfer any of its rights or interest arising under this License without University's prior written consent, which may be granted or withheld in University's sole discretion. Any attempted assignment, sale, sublicensing, hypothecation, or transfer shall be of no force or effect and shall constitute a breach of this License.

b) Suite Holder shall not sell via ticket brokers, agents, or in any other manner, Suite Tickets or Parking Permits that are made available to Suite Holder under this License.

19. TIME OF THE ESSENCE: Time is of the essence with respect to Suite Holder's payment of the License Fee installments and other charges, and with respect to Suite Holder's exercise of its option to renew as set forth in Section 6.

20. NOTICE: All notices given pursuant to this License shall be in writing and shall be delivered or mailed by registered or certified mail, postage prepaid, and shall be effectively given on the date of such delivery or mailing to the respective parties in the following addresses or to such other addresses either party shall specify to the other by notice given in writing in accordance with this Section 20:

If to the University:	Boise State University, Department of Athletics 1910 University Drive Boise, ID 83725-1022
If to Suite Holder:	as in attached Naming Rights Agreement

21. ENTIRE AGREEMENT: This License Agreement, together with the previously executed Memorandum of Understanding between University and Suite Holder, if any, constitutes the

entire agreement between University and Suite Holder, and no prior written or prior or contemporaneous oral promises or representations will be binding on either party. This License may not be modified or amended except by written instrument signed by both parties. In the event of a conflict between this License and the Memorandum of Understanding, if any, the terms of this License shall prevail.

22. SEVERABILITY: If any provision of this License shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions and shall in no way affect the validity of this License.

23. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS: This License shall be binding upon and inure to the benefit of the heirs, personal representatives, successors in interest, and assigns of Suite Holder and University.

24. GOVERNING LAW: This agreement shall be governed by and construed under the laws of the State of Idaho. Any actions to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

Appendix A

Re: Alcohol Rules and Intoxication Prohibition

Dear Bronco Patron,

This letter is an important reminder regarding alcohol service and consumption in the Stueckle Sky Center. Boise State has received permission from the State Board of Education to serve alcohol in the Stueckle Sky Center. We appreciate the State Board's support of our program and we need the involvement of all our patrons to demonstrate that we will not abuse this privilege. Please understand that this permission is a privilege and not a right and it can be removed at any time. With this privilege comes an expectation of responsibility and a duty to abide by the conduct expected of our fans and patrons. To continue to provide this service, we will need your help and cooperation.

All patrons of legal drinking age are required to drink responsibly. No person in the Stueckle Sky Center is allowed to be intoxicated or impaired to the extent that his or her behavior becomes unacceptable or interferes with other fans. The University will enforce a zero tolerance policy on our fans whose use of alcohol results in conduct that is deemed not compatible with the enjoyment of the game. We realize you have paid for the pleasure of attending our events in the Stueckle Sky Center. In order to preserve that enjoyment, the University will enforce a zero tolerance policy on alcohol abuse, public drunkenness, and underage drinking. Underage drinking is against the law and is not allowed anywhere within the Stueckle Sky Center. Regardless of an individual's payment to attend a game in the Stueckle Sky Center, a violation of the principles set forth in this letter will result in removal from the Stueckle Sky Center and revocation of game tickets.

The rules are posted in every suite and in several locations on each level of the Stueckle Sky Center. In addition to the above stated rules regarding alcohol consumption, please adhere to the following rules:

- Please keep all items away from open windows. Items dropped or thrown from the suites could seriously injure fans seated below.
- Ticket must be displayed on a lanyard at all times. If you do not have a lanyard, let an usher know so one can be provided to you.
- Service of alcoholic beverages will cease at the completion of the third quarter.
- Alcoholic beverages are not allowed in the elevators.
- Patrons may not enter or exit the Stueckle Sky Center with any food or beverage.

Your attendance and enjoyment of the game, and the privilege of alcohol service during the game, are responsibilities that the University takes very seriously. Everyone's adherence to the requirements will preserve these privileges in the future. We are very grateful for your loyalty and support and the support of the State Board of Education. Have a great game day. Go Broncos!

BOISE STATE UNIVERSITY

SUBJECT

Facility Lease with Acquisition Options

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2

BACKGROUND/DISCUSSION

Gardner and Company ("Gardner"), a private developer, has approached Boise State University (BSU) with a proposal that provides BSU with an opportunity to own or lease space in its new downtown development at a reduced cost.

Urban universities such as University of Utah and Portland State University often operate satellite campuses in downtown locations. BSU has been invited to participate in several such developments proposed by both government and private entities. This particular location would serve to create collaborative partnerships with leading industries, allow local businesses and industry greater access to our programs, and provide our students with the opportunity to interact with local partners by working on projects of mutual interest.

Gardner recently completed construction of the Zion's Bank building. It has now acquired the US Bank building and proposes placing a mixed-use development on the adjacent surface parking lot. The development, consisting of two connected buildings, the Centre Building and the Clearwater Building, will be called City Center Plaza. Gardner has secured lease commitments from computer science industry partners and other public agencies. The goal is to build a computer science/software industry focused development in addition to a transportation and retail location.

Gardner's proposal calls for the University to co-locate portions of its Computer Science Department, including faculty, staff, and instructional areas related to upper division courses, in the new development to be located near technology firms in the downtown area.

Project Partners:

In 2013, Valley Regional Transit (VRT) issued a Request for Proposal for a downtown regional transit center. Gardner, the sole respondent to the RFP, proposed that the transit center be placed within its new development. VRT has announced its commitment to be part of the project and final approval from the Federal Transportation Administration is expected in June 2014. While Gardner will develop the transit center, VRT will hold final ownership as part of a condominium agreement for the project.

The Greater Boise Auditorium District (GBAD) recently announced its intention to partner with Gardner to develop additional auditorium and convention space at this site. GBAD has retained its own planners and designers and in advance of a final commitment to Gardner, GBAD will program and estimate the cost of the space.

Clearwater Analytics has signed a ten year lease with Gardner for five floors of the development. Gardner will own the Clearwater suites as part of a condominium agreement. In addition, Gardner has several lease commitments from retail tenants to occupy the ground floor of the development.

Project Description:
The two buildings will be approximately 370,000 gross square feet, of which the University will occupy 53,549 gross square feet comprised of two complete floors, the second and third floors of the Clearwater Building and a small portion of the Centre Building. Additional information follows:

Clearwater Building (250,000 gross square feet):

Ground Level: Building lobby, elevators, and retail
Second and Third Levels: Boise State University
Fourth through Ninth Levels: Clearwater Analytics

Centre Building (120,000 gross square feet):

Subterranean Level: Transit center
Ground Level: Lobby and retail
Second through Fifth Levels: Auditorium and convention spaces and a small space for University use

IMPACT

Gardner has offered to lease 53,549 gross square feet to BSU for $16 per square foot/per year, triple net ($856,784 in the first year). This lease rate will escalate annually by three percent, with a three percent discount if paid annually in advance. The triple net status requires that in addition to the base rent, the University will pay additional annual rent. The additional rent is detailed in the attached lease and represents common area services provided to the complex including landscaping, facility maintenance, trash services, and utilities as well as taxes and insurance. These expenses are estimated to be between five and six dollars per square foot, per year, approximately $294,000 in the first year.

The lease is a one-year lease with nineteen one-year renewal options. A landlord contribution of $50 per square foot for tenant improvements ($2,677,450) is included. The University holds the option to decline landlord funding of tenant improvements. Should the University self-fund tenant improvements, the initial lease rate extended to the University is reduced to $11.25 per square foot, triple

net ($602,426 in the first year), with the same three percent annual escalations and prepayment discount.

The proposed lease also provides the University with an initial purchase option of $9.1 million, and subsequent annual purchase options which decline in cost through the twentieth year of the lease, at which time the University will have a one dollar purchase option.

At this time, the University requests only that the Board approve a facility lease. The proposed lease provides that final decisions about the University's investment may be delayed for approximately two years without penalty. The University will monitor the project's construction and costs, observe market conditions, and if warranted, return to the Board within two years for any investment proposal requiring Board approval.

Because the University would prefer to hold an annual lease and declining annual purchase options, the landlord's lender requires some unique conditions to secure financing:

1. Tenant improvements are generally considered sunk costs specific to an individual tenant. Therefore, the lender will not lend to the landlord for the cost of the University tenant improvements due to the annual lease status, unless:

    a. The University agrees to a minimum five year lease term; or
    b. The University agrees to pay a lease termination fee equal to the unamortized portion of the tenant improvement costs should the University not lease for five complete years; or
    c. The University agrees to self-fund the tenant improvements.

2. The landlord's financing will likely include a loan pre-payment penalty. Should the University exercise a purchase option, any applicable loan pre-payment penalty will be added to the University's purchase price. The exact amount of the prepayment penalty is not yet known and is subject to the final financing package at the conclusion of the landlord's construction loan. However, the landlord has agreed to allow some lease years without prepayment penalty to the University: lease years 0 (initial purchase option), 1, 2, 12 and 20 ($1 purchase option).

Should the University exercise any purchase option, the lease becomes null and void, thus activating the University's full ownership rights per the condominium association bylaws. The association bylaws are not yet agreed upon; however, the University's obligation to pay rent under the lease is conditioned on its approval of the association bylaws. The University is not required to pay rent

under the lease until the bylaws have been approved by the University and recorded.

Over the next two years the University will work closely with the developer and their lender as the project and financing progresses, monitor how the financing structure will impact purchase option pricing, and monitor market conditions and University priorities. The University will then return to the Board with updates, analyses, and recommendations related to the funding of tenant improvements, the lease versus purchase decision, and the timing of those decisions. Approval of the proposed lease agreement allows the developer to secure construction loan financing and proceed with construction of the project which is expected to be completed in approximately two years.

ATTACHMENTS

Attachment 1 – Lease Agreement Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The landlord anticipates substantial completion of construction and preparation of the premises (excluding tenant improvements) not later than 24 months after the execution of the lease. The term of the lease begins upon the "commencement date" which is either the date the tenant takes possession (other than for purposes of competing tenant improvements), or 120 days after landlord notifies tenant that the premises are ready for tenant improvements, whichever occurs first.

Funding for lease payments will come from budget reallocations or operating reserves. BSU has affirmed it does not anticipate seeking new appropriated funding in the form of a state budget request or tuition or fee increase request.

The "going rate" for lease space in downtown Boise is one figure which blends all buildings, so some new buildings leasing for $25 a square foot or more are averaged with old buildings leasing at $10 per square foot. That being said, the current office rate downtown is $18.20 per foot full service, which translates to about $13.20-$14.20 Triple Net. Brand new construction leases for a premium over the average blended rate. For example, at the new 8th and Main Tower, the current market rate is $26.50 or $21 triple net. As such, the $16/SF NNN negotiated by BSU is competitive for premium new construction.

Pursuant to Board policy V.B.10., only owner-occupied space is eligible for occupancy costs funding from the state. However, since there is an option to purchase, staff recommends notifying Legislative Services Office and Division of Financial Management staff within 30 days of Board approval to enter into the lease agreement.

BSU should be prepared to discuss plans for the use of space vacated on the main campus as the result of this relocation.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a lease agreement with Gardner and Company for the initial term plus all allowable extension periods per the terms of the lease, in substantial conformance with the lease agreement as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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LEASE AGREEMENT

LANDLORD: **CITY CENTER PLAZA EDUCATION, LLC, AN IDAHO LIMITED LIABILITY COMPANY**

TENANT: **STATE OF IDAHO BY AND THROUGH IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY**

LEASE SUMMARY

Boise State Computer Science Department Leased Premises

1. "Landlord": City Center Plaza Education, LLC, an Idaho limited liability company

2. "Tenant": Idaho State Board of Education by and through Boise State University, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation.

3. "Gross Rentable Area": 53,549 square feet.

4. "Leased Premises": Suites 200 and 300, consisting of three condominium units, two located entirely on the 2nd and 3rd floors of the Clearwater Building and one unit located partially on the 3rd floor of the Centre Building.

5. "Term": One (1) year with nineteen (19) automatic extensions pursuant to Section 2.2.

6. "Commencement Date": See Section 2.2.

7. "Basic Annual Rent": See Section 3.1.

8. "Escalations": Three percent (3%) per year compounded annually.

9. "Landlord's address for notice":

   City Center Plaza Education, LLC
   Attention: Christian Gardner
   90 South 400 West, Suite 360
   Salt Lake City, UT 84101

   With Copy To

   KC Gardner Company, L.C.
   Attention: General Counsel
   101 S. Capitol Boulevard, Suite 1200
   Boise, ID 83702

   or at such other place as Landlord may hereafter designate in writing.

10. "Tenant's address for notice (if other than the Leased Premises)":

    Boise State University

Real Estate Services
1910 University Drive
Boise, ID 83725

With Copy To

Boise State University
Office of General Counsel
1910 University Drive
Boise, ID 83725

11. "Broker(s)": Tenant's Broker: None

Landlord's Broker: None

16. "Guarantor" or "Guarantors": None

ATTACHMENT 1

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GUARANTY Yes _____ No ___[X]__

EXHIBIT "A" DESCRIPTION OF PROPERTY
EXHIBIT "B" DEPICTION OF LEASED PREMISES
EXHIBIT "C" CONSTRUCTION AND/OR FINISHING OF IMPROVEMENTS TO LEASED PREMISES
EXHIBIT "D" ACKNOWLEDGMENT OF COMMENCEMENT DATE AND ESTOPPEL CERTIFICATE

ATTACHMENT 1

DESCRIPTION		PAGE
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ATTACHMENT 1

LEASE AGREEMENT

Boise State Computer Science Department Leased Premises

THIS LEASE AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Lease") is made and entered into as of this ___ day of _____, 2014, by and between **CITY CENTER PLAZA EDUCATION, LLC** (the "Landlord"), and **IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY** (the "Tenant").

For and in consideration of the rental to be paid and of the covenants and agreements set forth below to be kept and performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises (as hereafter defined) and certain other areas, rights and privileges for the term, at the rental and subject to and upon all of the terms, covenants and agreements hereinafter set forth.

I. LEASED PREMISES

1.1 Description of Leased Premises. The Leased Premises are part of a larger mixed-use condominium development, including additional structures and improvements located within the US Bank Plaza, the Multimodal Center, the Centre Building, and the Clearwater Building (collectively "City Center Plaza" or "Project") comprising condominium units, common areas, and elements referenced hereafter as "Units" or "Common Area," created by one or more condominium plats and declarations. The City Center Plaza consists of the existing US Bank Plaza; the transit facility constructed as a condominium below grade with additional above grade element, and additional building pads above, referenced herein as the "Multimodal Center"; together with additional condominiums containing units designated for retail, meeting, and office use located within the structure referenced herein as the "Clearwater Building" and for parking, retail, meeting, and office use adjoining the Clearwater Building in an attached structure referenced hereafter as the "Centre Building". The Leased Premises is comprised of two Units within the Clearwater Building and one Unit within the Centre Building. Landlord is solely the owner of the Units comprising the Leased Premises. Landlord's ownership of its Units and all other Units in either the Clearwater Building or the Centre Building are subject to the Condominium Documents. City Center Plaza consists of multiple condominiums creating units, common areas and limited common areas all of which will be depicted upon various recorded plats and described in detail in a master declarations creating such that will be recorded prior to or contemporaneously with the completion of construction of the Leased Premises ("Condominium Documents"). As set forth in Section 4.1 below, the Leased Premises shall be responsible for all expenses associated with, and allocable to, the Units comprising the Leased Premises, under any of the relevant Condominium Documents, in an amount equal to the interest allocable to any such Unit under the Condominium Documents establishing such allocation for the Unit within either the Project or any portion thereof pursuant to a declaration or a sub-

declaration, in the same proportion that the Units comprising the Leased Premises would otherwise be responsible. Landlord does hereby demise, lease and let unto Tenant, and Tenant does hereby take and receive from Landlord the following:

(a) That certain floor area containing approximately a Gross Rentable Area of approximately 53,549 square feet (the "Leased Premises") on the 2nd and 3rd floors of the Clearwater Building and a portion of the 3rd Floor of the Centre Building. It is anticipated that the street address for the Centre Building, Clearwater Building and Multimodal Center within City Center will be 799 W. Main Street, Boise, Idaho, 83702, all of which is located within the real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). The Leased Premises consists of that certain area crosshatched on the floor plan shown on Exhibit "B" which is attached hereto and by this reference incorporated herein. At any time and from time to time during the term of the Lease, Landlord shall have the right to re-measure and re-determine the gross rentable square feet of the Leased Premises, the Centre Building and the Clearwater Building in accordance with BOMA Standard Methods of Measurement - English Version (ANSI/BOMA Z65.1—2010) – Method A. If the re-measured and re-determined rentable area of the Leased Premises is different than above stated, Landlord shall provide Tenant written notice of the change in square footage (the "Measurement Notice"). The re-measured and re-determined rentable square feet shall then become the Gross Rentable Area of the Leased Premises, effective as of the date of the Measurement Notice, in which case the Basic Annual Rent (as defined in Section 3.1 below), the Additional Rent (as defined in Section 4.1 below), shall be proportionately adjusted, provided that the Gross Rentable Area may be increased by no more than five percent (5%) of the original Gross Rentable Area of 53,549 square feet;

(b) A non-exclusive license to use the Common Areas (as defined in Section 20.1 below);

(c) A non-exclusive license to use such rights-of-way, easements and similar rights with respect to the Centre Building, the Clearwater Building, and Property as may be reasonably necessary for access to and egress from the Leased Premises.

1.2 Landlord and Tenant's Construction Obligations. The obligation of Landlord and Tenant to perform the work and supply the necessary materials and labor to prepare the Leased Premises for occupancy is described in detail on Exhibit "C", which is attached hereto and by reference incorporated herein. Landlord and Tenant shall expend all funds and do all acts required of them as described on Exhibit "C" and shall perform or have the work performed promptly and diligently in a first class and workmanlike manner. Landlord shall provide to Tenant a Tenant Finish Allowance pursuant to the procedure in Exhibit "C" in an amount equal to $50.00 per useable square foot (the "Tenant Finish Allowance"), the useable area of the Leased Premises shall be calculated and established upon the Commencement Date and memorialized in an amendment establishing such date.

1.3 Construction of the Centre Building and the Clearwater Building. The Leased Premises, as well as the Centre Building and the Clearwater Building in which the Leased Premises are located, are not currently in existence. Landlord shall, at its own cost and expense: (a) construct and substantially complete the Centre Building and the Clearwater Building consistent with generally accepted commercial standards for Class A office buildings; (b) cause all of the construction which is to be performed by Landlord as set forth on Exhibit "C" to the Lease to be substantially completed; and (c) cause the Leased Premises to be ready for Tenant to install its fixtures and equipment and to perform its other work as described on Exhibit "C" to the Lease, as soon as reasonably possible as set forth therein. Landlord anticipates that it will complete such construction and preparation not later than twenty four (24) months after the date of this Lease (the "Targeted Substantial Completion Date"). If the Landlord has not fulfilled its obligation to substantially construct the Centre Building and the Clearwater Building upon the expiration of the Targeted Substantial Completion Date and such additional time as may constitute permissible delay under Section 22.2 of the Lease, Tenant's sole remedy shall be to terminate this Lease, provided, however that Tenant may elect to waive this right in its sole and absolute discretion for any reason or cause of delay and provided, further, that, in the event Substantial Completion is delayed to the effect that Tenant is unable to commence classes in September 2016, Tenant's obligation to pay Rent, including Basic Annual Rent and Additional Rent, shall not commence until January 2017, if Substantial Completion has occurred by December 2016, or if Substantial Completion has not yet occurred, the first September or January following Substantial Completion, as applicable. Tenant may only exercise its right to terminate this Lease as set forth in the immediately preceding sentence after the Targeted Substantial Completion Date (as extended by events described in Section 22.2 of the Lease) and prior to the time that Landlord has notified Tenant that substantial completion of the construction of the Centre Building and the Clearwater Building will occur in less than one hundred eighty (180) days from the date of the notice. In no event shall Tenant be entitled to monetary damages or specific performance. Tenant hereby unconditionally and irrevocably waives any and all claims for actual, consequential, punitive or other damages, costs or expenses, which Tenant may incur as a result of Landlord's failure to substantially complete the Centre Building and the Clearwater Building on or before the Targeted Substantial Completion Date.

1.4 Changes to Project. Tenant acknowledges that other than the delivery of and its possession of the Leased Premises as set forth herein, that it has no interest in and no rights to any specific configuration, design, or construction of the Clearwater Building, the Centre Building, or the other condominiums previously created to facilitate development of the Project. Pursuant to the terms of the Condominium Documents, the developer and owner of any condominium within which the Leased Premises are Units has reserved to itself, its successors and assigns, the absolute right to develop the Project and other condominiums as it determines appropriate. Tenant shall not claim or be allowed any damages for injury, interference, eviction (constructive or actual) or

inconvenience occasioned thereby and shall not be entitled to terminate this Lease or receive an abatement of any amounts payable under this Lease.

II. TERM

2.1 Length of Term. The term of this Lease shall be for a period of one (1) year plus the partial calendar month, if any, occurring after the Commencement Date (as hereinafter defined) if the Commencement Date occurs other than on the first day of a calendar month (the "Initial Term").

2.2 Extension Periods. Provided Tenant has not provided Landlord with a Termination Notice and Tenant is not in default under any term or covenant of this Lease beyond applicable notice and cure periods when it exercises its Extension Option (defined below) or when the Extension Period (as defined below) commences, the Initial Term shall automatically, and without additional action or notice by either party hereto, renew for successive one (1) year periods for up to a total of nineteen (19) years (each such period, an "Extension Period"). The Initial Term, as extended by an Extension Period, is referred to herein as the "Term." In the event Tenant wishes to terminate the Lease at the end of the Initial Term or any Extension Period, Tenant shall give Landlord notice that it wishes to terminate the Lease at least six (6) months prior to the expiration of the Initial Term, or each Extension Period, as applicable (each notice, a "Termination Notice"). Tenant shall endeavor to alert Landlord as soon as it determines that it will terminate the Lease so as to permit Landlord to begin the process of re-leasing the Leased Premises. In the event Tenant delivers a Termination Notice at any time before the expiration of the fifth (5th) year of the Initial Term, Tenant shall pay to Landlord a termination fee equal to the sum of the Tenant Finish Allowance less the amount of $67,783.55 for each of the first five years of the Term (the "Termination Fee"). By way of example, in the event the Tenant Finish Allowance equals $2,677,450 and Tenant vacates after the first year of the Term, the Termination Fee shall be $2,609,666.45. However, should the Tenant exercise any of its purchase options, there shall be no Termination Fee incurred.

2.3 Commencement Date. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on the first to occur of the following dates (the "Commencement Date"):

(a) The date Tenant takes possession of the Leased Premises and conducts any business therein other than performance of the Tenant's Construction Obligations as outlined in Exhibit "C"; or

(b) The date which is one hundred twenty (120) days after Landlord notifies Tenant in writing that the Leased Premises are ready for Tenant's performance of Tenant's Construction Obligations as outlined in Exhibit "C".

2.4 Construction of Leased Premises. Tenant and Landlord acknowledge that Tenant may elect to perform and finance its own build out of the Leased Premises. Landlord shall give Tenant written notice six (6) months prior to completion of Landlord's Construction Obligations (as defined in Exhibit "C"). Ten (10) business days after receiving such notice, Tenant shall notify Landlord in writing whether it desires to finance Tenant's Construction Obligations (the "Tenant Build Out Notice"). In the event Tenant delivers the Tenant Build Out Notice, Landlord and Tenant shall enter into the amendment attached hereto as Annex A.

2.5 Amendment to Lease Recognizing the Commencement Date and Gross Rentable Area. At any time after the occurrence of the Commencement Date (if any), Landlord or Tenant may request that the other party enter into an amendment to this Lease in the form attached hereto as Exhibit "E", in which case each party shall execute and deliver an amendment to this Lease in the form Exhibit "E" within ten (10) business days after the request by the other party.

III. BASIC RENTAL PAYMENTS

3.1 Basic Annual Rent. Tenant agrees to pay to Landlord as basic annual rent (the "Basic Annual Rent") at such place as Landlord may designate, without prior demand therefore and without any deduction or set off whatsoever, in the amount of Eight Hundred Fifty-Six Thousand Seven Hundred Eighty Four Dollars ($856,784.00), which amount is equal to Sixteen Dollars ($16.00) per Rentable Square Foot. The Basic Annual Rent shall be due and payable in twelve (12) equal monthly installments to be paid in advance on or before the first day of each calendar month during the term of the Lease. In the event Tenant elects to pay Basic Annual Rent in one lump sum prior to the beginning of each lease year, Tenant shall receive a 3% discount in Basic Annual Rent. Commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, Basic Annual Rent shall escalate at the beginning of the 2nd year and every year thereafter using a 3% annually compounded rate. Tenant shall pay the first month's Basic Annual Rent on or before the Commencement Date. In the event the Commencement Date occurs on a day other than the first day of a calendar month, then rent shall be paid on the Commencement Date for the initial fractional calendar month prorated on a per-diem basis (based upon a thirty (30) day month).

3.2 Additional Monetary Obligations. Tenant shall also pay as rent (in addition to the Basic Annual Rent) all other sums of money as shall become due and payable by Tenant to Landlord as Additional Rent under this Lease. Landlord shall have the same remedies in the case of a default in the payment of said other sums of money as are available in the case of a default in the payment of one or more installments of Basic Annual Rent.

IV. ADDITIONAL RENT

4.1 Definitions. It is the intent of both parties that all costs, expenses and obligations relating to the Centre Building or the Clearwater Building, the Common Areas, the Property and/or the Leased Premises which may arise or become due during the term shall be paid by Tenant in the manner hereafter provided. For purposes of this Lease, the terms set forth below shall mean the following:

(a) "Additional Rent" shall mean the sum of Tenant's Proportionate Share of Common Area Expenses, plus Tenant's Direct Costs, plus all other amounts due and payable by Tenant under this Lease.

(b) "Common Areas" is defined in Section 20.1.

(c) "Common Area Expenses" shall mean all actual costs and expenses incurred by Landlord in connection with the ownership, operation, management and maintenance of the Common Areas, the Centre Building or the Clearwater Building, Property, and related improvements located thereon (the "Improvements"). Common Area Expenses includes, but is not limited to, all expenses incurred by Landlord as a result of Landlord's compliance with any and all of its obligations under this Lease (or under similar leases with other tenants) other than the performance of its work under Section 2.3 of this Lease or similar provisions of leases with other tenants. In explanation of the foregoing, and not in limitation thereof, Common Area Expenses shall include:

(i) All expenses allocable to the Leased Premises under any of the Condominium Documents for its share, as one or more Units, or sub-Units, of taxes (if any), insurance, maintenance and operation of any common area so designated or defined thereunder, the allocated interest of such Units or sub-Units, of which the Leased Premises are a part, are anticipated to be as follows, but subject to adjustment upon recording of the final Condominium Documents: (Clearwater Building Condominiums: 23.56%; Centre Building Condominiums: 2.33%; Multimodal Center Condominiums: 15.73%: US Bank Plaza Condominiums: 6.92%).

(ii) All taxes, impact fees, local improvement rates, and other ad valorem assessments (whether general or special, known or unknown, foreseen or unforeseen) and any tax or assessment levied or charged in lieu thereof, whether assessed against Landlord and/or Tenant and whether collected from Landlord and/or Tenant, including, without limitation, any privilege or excise tax, Landlord acknowledges that Tenant is an agency of the State of Idaho that is currently exempt from the payment of property taxes on land, improvements, personal property pursuant to Idaho Code Section 63-602A, and certain other ad valorem assessments, including local improvement and business improvement district assessments. Tenant agrees to pay any expense arising under Subsection (i) above as a result of Tenant's proportionate use of

and interest in the Common Areas. Tenant shall cooperate with Landlord to ensure that any tax upon the Leased Premises or the Common Areas appurtenant to the Leased Premises are not assessed any tax, provided, however, that if Tenant is unable to segregate its liability for any portion of the Leased Premises or the Common Area and effectuate its exemption, then it shall be liable for any cost associated therewith incurred by Landlord. Additionally, if in the future, the laws of the State of Idaho change and Tenant's tax exemption is modified, reduced, or eliminated, then Tenant shall be responsible for all taxes so levied. Notwithstanding the foregoing, in the event that Tenant makes any Transfer or Sublease as authorized and defined herein, and such Transfer or Sublease to a third party results in the modification, reduction, or elimination of Tenant's tax exemption, Tenant shall be solely responsible for all such property tax on the real property or personal property affected by such Transfer or Sublease. Additionally, Common Area Expenses shall include any assessment in connection with the Downtown Business Improvement District (City of Boise ordinances 5019 and 6212 and more particularly described in the disclosure on Exhibit "H" attached hereto), that are levied against the Leased Premises, to the extent Tenant is not exempt from payment of such assessments.

(iii) The cost of all insurance maintained by Landlord on or with respect to the Centre Building or the Clearwater Building, the Improvements, the Common Areas or the Property, including, without limitation, casualty insurance, liability insurance, rental interruption, workers compensation for any employee who works within the Project providing property management and engineering services (but solely in proportion to the time they actually spend working in the Centre Building or the Clearwater Building), any insurance required to be maintained by Landlord's lender, and any deductible applicable to any claims made by Landlord under such insurance, provided further that such deductible shall only be applicable to Tenant's Leased Premises and in proportion to Tenant's allocated interest in the Common Areas.

(iv) Snow removal, trash removal, cost of services of independent contractors, cost of compensation (including employment taxes and fringe benefits) of all persons who perform regular and recurring duties connected with day-to-day operation, maintenance, repair, and replacement of the Centre Building or the Clearwater Building, the Improvements, the Common Areas or the Property, its equipment and the adjacent walk and landscaped area (including, but not limited to janitorial, gardening, security, elevator, painting, plumbing, electrical, mechanical, carpentry, window washing, structural and roof repairs and reserves, signing and advertising), but excluding persons performing services not uniformly available to or performed for substantially all Clearwater Building tenants.

(v) Costs of all gas, water, sewer, electricity and other utilities used in the maintenance, operation or use of the Centre Building or the Clearwater Building, the Improvements, the Property and the Common Areas, cost of equipment or devices used to conserve or monitor energy consumption, supplies, licenses, permits and inspection fees.

(vi) Auditing, accounting and legal fees.

(vii) Payments required to be made in connection with the maintenance or operation of any easement or right of way or other instrument through which Landlord claims title in the Property or to which Landlord's title in the Property is subject.

(viii) Any amount assessed against the condominium unit within the Centre Building or the Clearwater Building where the Leased Premises are located pursuant to the Condominium Documents or otherwise assessed against Landlord pursuant to the Condominium Documents.

Common Area Expenses shall not include (1) leasing commissions; (2) repair costs to the extent paid by insurance proceeds or by any tenant or third party; (3) the initial construction cost of the Building and the Common Areas and any depreciation thereof; (4) debt service or costs related to the sale or financing of the Property or any portion thereof; (5) the cost of tenant improvements provided for any tenant within its leased premises or costs of services provided to any tenant which is not available to all tenants; (6) the cost of any alterations, legal fees, advertising or promotional expenses, or other costs incurred in preparing space for occupancy or developing the Building or Property; (7) amounts paid for professional services in connection with the leasing of space; (8) professional fees incurred in connection with the preparation of financial statements, tax returns and other documents and information for Landlord or its mortgagees or other costs associated with the operation of the business of the entity which constitutes Landlord, as the same are distinguished from the costs of operation of the Building, Property or Common Areas, such as but not limited to accounting and legal matters, costs of defending any lawsuits or arbitration with any mortgagee or any other building occupant, costs of selling, syndicating, financing, mortgaging, or hypothecating any of Landlord's interest in the Building or Property but not excluding such fees and costs in connection with preparing monthly or annual statements related to Additional Rent; (9) Landlord's income, estate, inheritance, transfer, gross receipts, or change-in-ownership taxes; (10) any expenses for adjacent buildings or parking facilities when such parking facilities are not available for Tenant's use or when such parking areas are used in conjunction with the payment of any

fees; and (11) any taxes, impact fees, local improvement rates or other ad valorem assessments which Tenant is exempt from paying as described in subsection (ii) above.

(e) "Direct Costs" shall mean all actual costs and expenses incurred by Landlord in connection with the operation, management, maintenance, replacement, and repair of the Leased Premises, including but not limited to janitorial services, maintenance, repairs, supplies, utilities, heating, ventilation, and air conditioning. In the event any Direct Cost is a result of any service provided by Landlord to Tenant which is not generally provided to other tenant's within the Centre Building or the Clearwater Building, such Direct Cost shall be proportionately allocated to Tenant and any other tenants within the Centre Building or the Clearwater Building receiving such service, based on a pro rata portion determined by rentable square feet. Direct Costs will be charged to Tenant in an amount equal to the actual cost, subject only to the property management fee set forth above. In the event Tenant is not obtaining any utility service directly from a utility provider, Landlord may install, at Tenant's expense, sub-meters to measure Tenant's actual use of such utilities. If such sub-meters are installed, Tenant shall pay Landlord as a Direct Cost the actual kilowatt hourly rate billed to Landlord by the public utility companies for each respective period, including taxes. It is anticipated that Tenant will require use of the Leased Premises outside of "Standard Business Hours", defined herein as 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday. If it is not possible to sub-meter and segregate the cost associated with operating such heating, ventilation and air conditioning outside of Standard Business Hours, then the costs and expenses incurred in connection with such ventilation/air conditioning usage by Tenant during such after hours use shall be equitably apportioned among Tenant and all other tenants in the Centre Building or the Clearwater Building requiring such after hours ventilation/air conditioning use.

(f) "Estimated Costs" shall mean Landlord's estimate of Tenant's Direct Costs and Tenant's Proportionate Share of Common Area Expenses for a particular calendar year, excluding the costs of any utilities which are separately metered and paid directly by Tenant, and plus the Property Management Fee.

(g) "Property Management Fee" shall be equal to a percentage of the sum of Tenant's Basic Annual Rent and Estimated Costs, which percentage shall not exceed four percent (4%).

(h) "Tenant's Proportionate Share" shall mean the percentage derived from the fraction, the numerator of which is the gross rentable square footage of the Leased Premises, the denominator of which is the gross rentable square

footage of the portions of the Building owned by Landlord; at any time or from time to time, less than eighty-five percent (85%) of the Centre Building or the Clearwater Building is occupied by tenants who are paying rent during a calendar year or fiscal year, the denominator, for purposes of calculating Tenant's Proportionate Share, shall be the square footage of the Centre Building or the Clearwater Building actually being leased by tenants who are in occupancy and paying rent. Initially, for the improvements owned by Landlord, the Tenant's Proportionate Share for the Leased Premises shall be 100% (Premises: 53,549 square feet of Gross Rentable Area/Landlord's Units 53,549 square feet of Rentable Area). It is anticipated that Tenant's Proportionate Share, based upon the interests in the Common Areas allocated to the Units comprising the Leased Premises, will be as follows, subject to adjustment upon recording of the final Condominium Documents: (Clearwater Building Condominiums: 23.56%; Centre Building Condominiums: 2.33%; Multimodal Center Condominiums: 15.73%: US Bank Plaza Condominiums: 6.92%)

4.2 Payment of Additional Rent. Additional Rent shall be paid as follows:

(a) Prior to the beginning of a calendar year, Landlord shall deliver to Tenant a statement showing the Estimated Costs for such calendar year. If Landlord fails to deliver such statement prior to January 1 of the applicable year, until the delivery of such statement, Tenant's Estimated Costs shall be deemed to be the same amount of the Estimated Costs for the prior year; provided, however, if Landlord subsequently furnishes to Tenant a statement of such Estimated Costs, to the extent such Estimated Costs are greater than or less than the Estimated Costs paid on a year to date basis, Tenant shall either receive a credit or make a payment, in the amount of such difference on the next date on which Tenant makes a rental payment hereunder.

(b) Concurrent with each monthly payment of Basic Annual Rent due pursuant to Section 3.1 above, Tenant shall pay to Landlord, without offset or deduction, one-twelfth (l/12th) of the Estimated Costs, plus all other amount due and owing by Tenant under this Lease which are not included as part of Estimated Costs (e.g., late payment charges).

4.3 Report of Common Area Expenses and Statement of Estimated Costs. Within one hundred twenty (120) days after each calendar year occurring during the term of this Lease, Landlord shall furnish Tenant with a written reconciliation statement comparing the actual amount of Tenant's Proportionate Share of Common Area Expenses and Tenant's Direct Costs payable during the previous calendar year against the amounts actually paid by Tenant during the previous calendar year pursuant to Section 4.2 above. If the annual reconciliation statement of costs indicates that the Estimated Costs paid by Tenant for any year exceeded the actual amounts of Tenant's Direct Costs and Tenant's

Proportionate Share of Common Area Expenses for the same year, Landlord, at its election, shall either (i) promptly pay the amount of such excess to Tenant, or (ii) apply such excess against the next installment of Basic Annual Rental or Additional Rent due hereunder. If the annual reconciliation statement of costs indicates that the Estimated Costs paid by Tenant for any year is less then Tenant's Direct Costs and Tenant's Proportionate Share paid by Tenant during such year, Tenant shall pay to Landlord any such deficiency within thirty (30) days of Tenant's receipt of such reconciliation statement.

4.4 Resolution of Disagreement. Every statement given by Landlord pursuant to Section 4.3 shall be conclusive and binding upon Tenant unless within sixty (60) days after the receipt of such statement Tenant shall notify Landlord that it disputes the correctness thereof, specifying the particular respects in which the statement is claimed to be incorrect. If such dispute shall not have been settled by agreement, the parties hereto shall initially seek mediation of the dispute. Pending the determination of such dispute by agreement or mediation as aforesaid, Tenant shall, within thirty (30) days after receipt of such statement, pay Additional Rent in accordance with Landlord's statement, and such payment shall be without prejudice to Tenant's position. If the dispute shall be determined in Tenant's favor, Landlord shall, within thirty (30) days of the resolution of such dispute, pay Tenant the amount of Tenant's overpayment of rents resulting from compliance with Landlord's statement. Landlord agrees to grant Tenant reasonable access to Landlord's books and records for the purpose of verifying operating expenses incurred by Landlord. Tenant has the right at Tenant's expense, to use an independent third-party auditing or accounting firm to audit such expenses and statements and Landlord will not unreasonably withhold access from Tenant's representatives to any such information required to provide a professional audit. Should the audit find that the Landlord overcharged Tenant by more than 10% of the Additional Rent paid, Landlord shall reimburse Tenant for Tenant's cost for the independent audit or Tenant's share of any mediation costs.

4.5 Limitations. Nothing contained in this Part IV shall be construed at any time so as to reduce the monthly installments of Basic Annual Rent payable hereunder below the amount set forth in Section 3.1 of this Lease

4.6 Allocations Pursuant to Master Declaration. The Parties acknowledge that the Leased Premises are comprised of multiple Units within the Clearwater Building Condominium and the Centre Building Condominium and sub-Units within the Multimodal Center Condominium and the US Bank Plaza Condominium. Pursuant to the Condominium Documents, Common Area Expenses will be incurred by the various condominium associations and allocated to the Units subject thereto. The Parties acknowledge that there are efficiencies in providing such services and incurring such Common Area Expenses in such manner, provided, however, that it is not intended that the Leased Premises will be allocated or incur duplicative expenses. The Parties acknowledge that upon occupancy of the Leased Premises, that Tenant shall execute as part of the amendment anticipated by Exhibit "E" a final calculation and confirmation of the percentage Unit interests allocable to the Leased Premises and described initially

above in Section 4.1(b)(i). In the event of any recalculation of any allocated interest in a Unit under the Condominium Documents that affects the percentage Unit interests allocable to the Leased Premises, Tenant shall execute a subsequent amendment confirming the revised or amended percentage Unit interests allocable to the Leased Premises.

V. TENANT'S DUTIES AND RIGHTS UNDER CONDOMINIUM DOCUMENTS

5.1 Tenant's Duties Under Condominium Documents. Tenant acknowledges that the Leased Premises are subject to the Condominium Documents, pursuant to the terms of the Condominium Documents and to the relevant provisions of the Idaho Condominium Property Act, they may be amended from time to time, which may increase or decrease the unit allocations and the respective obligations thereunder. Tenant acknowledges that the Leased Premises and this Lease are subject to and subordinate to the Condominium Documents. Notwithstanding the foregoing, Landlord shall not consent to any amendment to the Condominium Documents, and Tenant shall not be subject to any amendment to the Condominium Documents that would materially limit Tenant's Permitted Use hereunder. Tenant shall have the right to approve the Condominium Documents as provided in Section 22.25(c) hereof.

5.2 Tenant's Rights Under Condominium Documents. So long as Tenant leases and occupies at least forty five thousand (45,000) square feet of rentable area, Landlord agrees that Tenant shall have the rights of a Designated Tenant under all of the Condominium Documents. This Lease constitutes written authorization by Landlord to Tenant to exercise the rights of a Designated Tenant under the Condominium Documents, including participation as a member of the Board of Directors of any of the Associations created by the Condominium Documents for the Units that include participation by Designated Tenants.

VI. USE

6.1 Use of Leased Premises. The Leased Premises shall be used and occupied by Tenant for general office, meeting space, classroom and educational purposes only, including business incubation. Tenant shall have the right to sublease the Leased Premises consistent with Article IX below. Should Tenant or any entity authorized to sublease the Leased Premises desire to utilize it for a purpose other than as set forth below, then such alternative use shall require the prior written consent of Landlord.

6.2 Prohibition of Certain Activities or Uses. Landlord agrees that during the term of the Lease, that no portion of City Center Plaza owned by Landlord or controlled by Landlord's managers or members will be utilized for any purpose inconsistent with the operation of a mixed use retail, transit, convention, and technology office complex. No part of City Center Plaza shall be used as: an adult book store, adult video store or other adult entertainment business, a direct competitor to Tenant, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility, or as a call center; for

the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; for industrial purposes, or for payday lending. For the purpose of this Lease, the phrase "entertainment or recreational facility" shall defined to include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing electronic games which are utilized for revenue); and the phrase "call center" shall be defined to include any office whose primary business is employing personnel to solicit or take orders by phone. Tenant acknowledges, however, that throughout the Project restaurants or bars will be permitted as part of the Project's retail element and will operate consistent with the requirements of local and state law. Additionally, Tenant shall not do or permit anything to be done in or about, or bring or keep anything in the Leased Premises or the Property which is prohibited by this Lease or will, in any way or to any extent:

(a) adversely affect any fire, liability, or other insurance policy carried with respect to the Centre Building and the Clearwater Building, the Improvements, the Common Areas, the Property, or any of the contents of the foregoing (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses or liability for risk that may be involved);

(b) obstruct, interfere with any right of, or injure or annoy any other tenant or occupant of the Centre Building and the Clearwater Building, the Common Areas, the Improvements, or the Property;

(c) conflict with or violate any law, statute, ordinance, rule, regulation or requirement of any governmental unit, agency, or authority (whether existing or enacted as promulgated in the future, known or unknown, foreseen or unforeseen);

(d) adversely overload the floors or otherwise damage the structural soundness of the Leased Premises or the Centre Building or the Clearwater Building, or any part thereof (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses, or liability for risk that may be involved); or

(e) take any action which causes a violation of any restrictive covenants or any other instrument of record applying to the Property.

6.3 <u>Affirmative Obligations with Respect to Use</u>.

(a) Tenant will (i) to the extent applicable, comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction

over the Leased Premises; (ii) will keep the Leased Premises and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances; (iii) will in all respects and at all times fully comply with all health and policy regulations; and (iv) will not suffer, permit, or commit any waste.

(b) At all times during the term hereof, Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, laws, orders, rules, regulations, and requirements of all applicable federal, state, county, municipal and other agencies or authorities, now in effect or which may hereafter become effective, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alterations of the Leased Premises (including, without limitation, all applicable requirements of the Americans with Disabilities Act of 1990 and all other applicable laws relating to persons with disabilities, and all rules and regulations which may be promulgated thereunder from time to time and whether relating to barrier removal, providing auxiliary aids and services or otherwise) and upon request of Landlord shall deliver evidence thereof to Landlord.

6.4 Suitability. Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Leased Premises or any other portion of the Centre Building and the Clearwater Building, the Common Areas, or the Improvements and that no representation has been made or relied on with respect to the suitability of the Leased Premises or any other portion of the Centre Building and the Clearwater Building, the Common Areas, or Improvements for the conduct of Tenant's business. The Leased Premises, the Centre Building and the Clearwater Building, and Improvements (and each and every part thereof) shall be deemed to be in satisfactory condition unless, within sixty (60) days after the Substantial Completion Date, Tenant shall give Landlord written notice specifying, in reasonable detail, the respects in which the Leased Premises, the Centre Building and the Clearwater Building, or Improvements are not in satisfactory condition.

6.5 Taxes and Assessments. Subject to the exemptions from taxation applicable to Tenant as described above in Section 4.1(c) above, Tenant shall pay all taxes, assessments, charges, and fees which during the term hereof may be lawfully imposed, assessed, or levied by any governmental or public authority against or upon Tenant's use of the Leased Premises or any personal property or fixture kept or installed therein by Tenant and on the value of leasehold improvements to the extent that the same exceeds the Centre Building and the Clearwater Building allowances.

VII. UTILITIES AND SERVICE

7.1 Obligation of Landlord. During the term of this Lease, Landlord agrees to cause to be furnished to the Leased Premises the following utilities and services, the cost and expense of which shall be included in Common Area Expenses and/or Direct Costs:

(a) Electricity, water, gas and sewer service.

(b) Telephone connection, but not including telephone stations and equipment (it being expressly understood and agreed that Tenant shall be responsible for the ordering and installation of telephone lines and equipment which pertain to the Leased Premises).

(c) Heat and air-conditioning to such extent and to such levels as, in Landlord's judgment, is reasonably required for the comfortable use and occupancy of the Leased Premises subject however to any limitations imposed by any government agency.

(d) Janitorial service.

(e) Security (including the lighting of common halls, stairways, entries and restrooms) to such extent as is usual and customary in similar buildings in Ada County, Idaho.

(f) Snow removal service.

(g) Landscaping and grounds keeping service.

(h) Elevator service.

7.2 Tenant's Obligations. Tenant shall arrange for and shall pay the entire cost and expense of all telephone stations, equipment and use charges, electric light bulbs (but not fluorescent bulbs used in fixtures originally installed in the Leased Premises) and all other materials and services not expressly required to be provided and paid for pursuant to the provisions of Section 7.1 above. Tenant shall be solely obligated for the cost of any service, including HVAC operation, required for the Leased Premises. Tenant shall not be responsible for any expense or cost directly attributed to any space which the Tenant does not occupy nor have a license for the use or access of including costs directly attributed to other building occupants, or any other facility or building which is owned by a separate entity or for which the use or access of is not provided for at no cost to the Tenant under the terms of this Lease

7.3 Additional Limitations.

(a) Tenant will not, without the written consent of Landlord, which shall not be unreasonably withheld, use any apparatus or device on the Leased Premises which will in any way or to any extent increase the amount of electricity or water usually furnished or supplied for use on the Leased Premises for the use designated in Section 6.1 above, nor connect with either electrical current (except through

existing electrical outlets in the Leased Premises), water pipes, or any apparatus or device, for the purposes of using electric current or water. Notwithstanding the foregoing, Landlord acknowledges and permits that Tenant may use the Leased Premises for the purposes of computer science programs which may require additional electricity capacity or voltage in excess of 110v for the proper operation of a computer lab, server room, computer clusters or such technology devices that are now or will be in the future central to a proper technology based education or research. Tenant will cooperate with Landlord during construction of the facility and Tenant improvements to advise Landlord of utility capacity needs for the proper sizing of electrical panels and stubbed utilities to Tenant's Leased Premises.

(b) If Tenant shall require water or electric current in excess of that usually furnished or supplied for use of the Leased Premises, or for purposes other than those designated in Section 6.l above, Tenant shall first procure the consent of Landlord for the use thereof, which consent Landlord may refuse. Landlord may cause a water meter or electric current meter to be installed in the Leased Premises, so as to measure the amount of water and/or electric current consumed for any such use. Tenant shall pay for the cost of such meters and of installation maintenance and repair thereof. Tenant agrees to pay Landlord promptly upon demand for all such water and electric current consumed as shown by said meters at the rates charged for such service either by the city or county in which the Centre Building and the Clearwater Building is located or by the local public utility, as the case may be, together with any additional expense incurred in keeping account of the water and electric current so consumed. In the event any such sub-metering will occur within the Tenant's Leased Premises, such charges will be billed directly to Tenant at the exact cost of such service with no premiums, fees or charges added by Landlord. Provided, however, if such sub-metering does not occur entirely within the Tenant's Leased Premises, and Landlord is obligated to otherwise segregate, allocate, or manage any sub-metering for the benefit of Tenant's Leased Premises, then such will be subject to the property management fee provided for in Section 4.1.

(c) Landlord has been advised of the Tenant's expected use of the Leased Premises including the anticipated use of computer labs and a server room and it is expected and agreed the initial construction of the Leased Premises, as constructed in consultation with Landlord, will provide sufficient utility capacity and air conditioning capacity. If, in the future, additional heat generating machines and/or devices are used in the Leased Premises which affect the temperature otherwise maintained by the air conditioning system, Landlord reserves the right to request Tenant remove such devices or subsequently install additional or supplementary air conditioning units for the Leased Premises, and the entire cost of installing, operating, maintaining and repairing the same shall be paid by Tenant to Landlord promptly after demand by Landlord. Landlord shall not proceed with any such work without first providing Tenant with a written estimate of such costs and

provide the Tenant with the opportunity to avoid such costs by removal of all or a portion of such devices.

7.4 Limitation on Landlord's Liability. Landlord shall not be liable for any failure to provide or furnish any of the foregoing utilities or services if such failure was reasonably beyond the control of Landlord and Tenant shall not be entitled to terminate this Lease or to effectuate any abatement or reduction of rent by reason of any such failure. In no event shall Landlord be liable for loss or injury to persons or property, however, arising or occurring in connection with or attributable to any failure to furnish such utilities or services even if within the control of Landlord. Landlord will cooperate with Tenant in pursuing such claims as Tenant may have under any insurance policy or against any third party in the event of such occurrence.

VIII. MAINTENANCE AND REPAIRS; ALTERATIONS; ACCESS

8.1 Maintenance and Repairs by Landlord. Landlord shall maintain in good order, condition, and repair the Centre Building and the Clearwater Building, the Common Areas, and the Improvements except the Leased Premises and those other portions of the Centre Building and the Clearwater Building leased, rented, or otherwise occupied by persons not affiliated with Landlord. Landlord shall supply normal janitorial and cleaning services reasonably required to keep the Leased Premises, the Centre Building and the Clearwater Building, and the Improvements in a clean, sanitary and orderly condition, the cost and expense of which shall be included in Direct and/or Common Area Expenses. Landlord shall have no duty to repair or replace any damage to the Centre Building and the Clearwater Building, the Common Areas, the Improvements, or the Leased Premises occasioned by the willful or negligent acts of Tenant or its agents, contractors, employees, servants invitees, subtenants, licensees, or concessionaries (the "Tenant Related Parties").

8.2 Maintenance and Repairs by Tenant. Tenant, at Tenant's sole cost and expense and without prior demand being made, shall maintain the Leased Premises in good order, condition and repair, and will be responsible for the painting, carpeting, or other interior design work of the Leased Premises beyond the initial construction phase as specified in Section 1.3 and Exhibit "C" of the Lease and shall maintain all equipment and fixtures installed by Tenant. Tenant will be responsible for the procurement or provision of all routine interior maintenance and the cost of such. Tenant shall in a good and workmanlike manner repair or replace any damage to the Centre Building and the Clearwater Building, the Common Areas, the Improvements, or the Leased Premises occasioned by the willful or negligent acts of Tenant or the Tenant Related Parties.

8.3 Alterations. Except as set forth on Exhibit "C" attached hereto, Tenant shall not without first obtaining Landlord's written approval: (a) make or cause to be made any alterations, additions, or improvements; (b) install or cause to be installed any fixtures, signs, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings; or (c) make any other changes to the Leased Premises without first obtaining Landlord's

written approval. The foregoing notwithstanding, if the proposed alteration, addition or improvement is, in Landlord's judgment, likely to affect the structure of the Centre Building and the Clearwater Building or the operation of the electrical, plumbing or HVAC systems (including the use of non-specified systems, components, or controls), or otherwise adversely impacts the value of the Centre Building and the Clearwater Building, such consent may be withheld at the sole and absolute discretion of the Landlord; except for the foregoing, Landlord's approval shall not be unreasonably withheld. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. In the event Landlord consents to the making of any alterations, additions, or improvements to the Leased Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. All such work shall be done only by contractors or mechanics approved by Landlord, which approval shall not be unreasonably withheld. All such work with respect to any alterations, additions, and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Leased Premises shall at all times be a complete operating unit. Any such alterations, additions, or changes shall be performed and done strictly in accordance with all laws and ordinances relating thereto and applicable to Tenant. In performing the work or any such alterations, additions, or changes, Tenant shall have the same performed in such a manner as not to obstruct access to any portion of the Centre Building and the Clearwater Building. Any alterations, additions, or improvements to or of the Leased Premises, including, but not limited to, wallcovering, paneling, and built-in cabinet work, but excepting movable furniture and equipment, shall at once become a part of the realty and shall be surrendered with the Leased Premises unless Landlord otherwise elects at the end of the term hereof. Similarly, Landlord will not perform or approve others to perform any work or modification to the Centre Building or the Clearwater Building that would unreasonably obstruct or impair access to the Tenant's Leased Premises or prevent Tenant's use and enjoyment of the Leased Premises.

8.4 Landlord's Access to Leased Premises. Landlord shall have the right to place, maintain, and repair all utility equipment of any kind in, upon, and under the Leased Premises as may be necessary for the servicing of the Leased Premises and other portions of the Centre Building and the Clearwater Building. Upon providing adequate notice to Tenant, Landlord shall also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations, or improvements as Landlord may deem desirable, such work to proceed in a diligent, professional and workmanlike manner, so as to minimize the interruption of Tenant's operations. Landlord shall be allowed to take all material upon said Leased Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant in whole or in part, the rents reserved herein shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise, and Tenant shall have no claim for damages. During the three (3) months prior to expiration of this Lease or of any renewal term, Landlord may place upon the Leased Premises "For Lease" or "For Sale" signs which Tenant shall permit to remain thereon.

IX. ASSIGNMENT

9.1 Definitions. As used in this Lease:

(a) "Pledge" means to pledge, encumber, mortgage, assign (whether as collateral or absolutely) or otherwise grant a lien or security interest in this Lease or any portion of the Leased Premises as security for, or to otherwise assure, performance of any obligation of Tenant or any other person. Tenant may make such Pledge in conjunction with its acquisition of the Leased Premises pursuant to its purchase option set forth herein.

(b) "Sublease" means to lease or enter into any other form of agreement with any other person, whether written or oral, which allows that person or any other person to occupy or possess any part of the Leased Premises for any period of time or for any purpose.

(c) "Transfer" means to sell, assign, transfer, exchange or otherwise dispose of or alienate any interest of Tenant in this Lease, whether voluntary or involuntary or by operation of law including, without limitation: (i) any such Transfer by death, incompetency, foreclosure sale, deed in lieu of foreclosure, levy or attachment; (ii) if Tenant is not a human being, any direct or indirect Transfer of fifty percent (50%) or more of any one of the voting, capital or profits interests in Tenant; and (iii) if Tenant is not a human being, any Transfer of this Lease from Tenant by merger, consolidation, transfer of assets, or liquidation or any similar transaction under any law pertaining to corporations, partnerships, limited liability companies or other forms of organizations.

9.2 Transfers, Subleases and Pledges Prohibited. Except with the prior written consent of Landlord in each instance and subject to Section 9.3 hereof, Tenant shall not Transfer or Pledge this Lease, or Sublease or Pledge all or any part of the Leased Premises. Consent of the Landlord to any of the actions described in the previous sentence shall be deemed granted and delivered only if obtained strictly in accordance with and pursuant to the procedure set forth in Section 9.3 of this Lease and is memorialized in a writing signed by Landlord that refers on its face to Section 9.3 of this Lease. Any other purported Transfer, Sublease or Pledge shall be null and void, and shall constitute a default under this Lease which, at the option and election of Landlord exercisable in writing at its sole discretion, shall result in the immediate termination of this Lease; provided, it Landlord does not terminate this Lease, it may exercise any other remedies available to it under this Lease or at law or equity. Consent by Landlord to any Transfer, Sublease or Pledge shall not operate as a waiver of the necessity for consent to any subsequent Transfer, Sublease or Pledge, and the terms of Landlord's written consent shall be binding upon any person holding by, under, or through Tenant. Landlord's consent to a Transfer, Sublease or Pledge shall not relieve Tenant from any of its obligations under this Lease, all of which shall continue in full force and effect notwithstanding any assumption or agreement of the person to whom the Transfer, Sublease or Pledge pertains. Landlord's consent to a Transfer,

Sublease, or Pledge where the Landlord has in writing accepted the credit quality of the entity to which the facility is being transferred or pledged shall relieve Tenant of any and all obligations under this lease when such complete transfer or pledge has been completed. Should Landlord agree to a partial Transfer, Sublease, or Pledge, Tenant shall remain under the full force and effect of all terms of this Agreement. Notwithstanding the foregoing, in making any such Transfer, Sublease, or Pledge, Tenant shall not be relieved of the obligation for the Termination Fee set forth herein, but such Termination Fee may be made by the approved transferee, sublesee or pledgee.

9.3 Consent of Landlord Required:

(a) Landlord acknowledges that the Tenant is a government entity involved in the activities of education, research and economic development. Such activities will frequently involve partnerships with other agencies and companies. Subject to the provisions of this Section, Tenant intends to sublease spaces within Tenant's Leased Premises to such entities the Tenant has deemed relevant to the Tenant's mission and use of Tenant's space. Tenant shall remain responsible for all terms and conditions of this Lease, including the full payment of Basic Annual Rent and Additional Rent for all such charges for the Tenant's entire Leased Premises. Any rents collected from sublease entities within Tenant's Leased Premises, will be made directly to Tenant. Tenant will be required to ensure sublease entities do not utilize or use the Leased Premises in any manner which would place Tenant in conflict with the terms and conditions of this Lease. If Tenant proposes to make any Transfer, Sublease or Pledge it shall immediately notify Landlord in writing of the details of the proposed Transfer, Sublease or Pledge, and shall also immediately furnish to Landlord sufficient written information and documentation required by Landlord to allow Landlord to assess the business to be conducted in the Leased Premises by the person to whom the Transfer, Sublease or Pledge is proposed to be made, the financial condition of such person and the nature of the transaction in which the Transfer, Sublease or Pledge is to occur. If Landlord determines that the information furnished do not provide sufficient information, Landlord may demand that Tenant provide such additional information as Landlord may require in order to evaluate the proposed Transfer, Sublease or Pledge.

(b) Landlord shall have the absolute right to reject any proposed Transfer, Sublease or Pledge under any of the following circumstances:

(i) If, as a result of the Transfer, Sublease or Pledge, Landlord or the Leased Premises would be subject to compliance with any law, ordinance, regulation or similar governmental requirement to which Landlord or the Leased Premises were not previously subject, or as to which Landlord or the Leased Premises has a variance, exemption or similar right not to comply including, without limitation, that certain act commonly known as the "Americans with Disabilities Act of l990", and any related rules or regulations, or similar state or local laws relating to persons with disabilities.

(ii) A Transfer, Sublease or Pledge to any other person which is the landlord or sublandlord under any leases or subleases for office space within a ten (10) mile radius of the Leased Premises.

(iii) A Transfer, Sublease or Pledge to any other person which is at that time has an enforceable lease for any other space in the Centre Building and the Clearwater Building or any prospective tenant with whom the Landlord has, in the prior twelve (12) months negotiated with to lease space in the Centre Building and the Clearwater Building.

(iv) A sublease of less than all of the Leased Premises where the configuration or location of the subleased premises might reasonably be determined by Landlord to have any adverse effect on the ability of Landlord to lease remainder of the Leased Premises if the Landlord were to terminate this Lease but agree to agree to be bound by the Sublease.

(v) The person to whom the Transfer, Sublease or Pledge is to be made will not agree in writing to be bound by the terms and conditions of this Lease; provided that the Lease shall not be enforceable against person to whom the Lease or Leased Premises is to be Pledged until after the foreclosure or other realization upon its lien or security interest.

(c) Except as set forth in Section 9.3(b), Landlord's consent shall not be unreasonably withheld, provided that: (i) Tenant promptly provides to Landlord all information requested by Landlord pursuant to Section 9.3(a) and Landlord determines that such information is sufficient to allow Landlord to accurately evaluate the financial condition of the person to whom the Transfer, Sublease or Pledge is to be made; and (ii) Tenant and the person to whom the Transfer, Sublease or Pledge is to be made agree in writing to all of the rights of Landlord set forth in Section 9.4.

(d) Notwithstanding the foregoing, Tenant shall have the right to Sublease any portion of the Leased Premises to an affiliate of Tenant without Landlord's consent, but upon written notice to Landlord that such Sublease has occurred and provision of a copy of the instruments facilitating the Sublease.

(e) Moreover, Tenant shall be permitted to Sublease any portion of the Leased Premises to a third party, and Landlord shall not unreasonably withhold, condition, or delay its consent of same, provided that:

(i) demising the portion of the Leased Premises to be subleased shall be at the sole cost of Tenant consistent with the Tenant's obligations hereunder for undertaking any Alterations hereunder;

(ii) the nature, character, and reputation of the proposed subtenant and its business, activities, and intended use of the Leased Premises are suitable to and consistent with the standards of the Building and the floor or floors on which the Leased Premises are located, and in compliance with the Lease and all applicable laws, ordinances, regulations and requirements;

(iii) the proposed subtenant is not currently an occupant of any part of the Project;

(iv) the proposed subtenant is not a governmental entity, unless the proposed use by such governmental entity is consistent with the purposes of this Lease and use of the Leased Premises for educational, research, or business incubation purposes in partnership with Tenant;

(v) the proposed subtenant will not increase the operational load of the Leased Premises by increasing the number of occupants on a floor exceeding the design capacity of the systems and facilities serving the Leased Premises;

(vi) the proposed subtenant is not a pre-school, elementary school, secondary school, or trade school, whether public or private;

(vii) the proposed subtenant does not intend to make the subleased portion of the Leased Premises available for meetings or events except those directly related to its operations; and

(viii) the proposed subtenant is not a competitor to any other tenant, Owner or Occupant in the Project and the proposed sublease will not violate any enforceable exclusive use or similar clause in another lease or Condominium Document, without the prior written consent of the such tenant, Owner or occupant.

9.4 Landlord's Right in Event of Assignment or Sublease.

(a) If Landlord consents in writing to any Transfer or any Sublease, Landlord may collect rent and other charges and amounts due under this Lease from the person to whom the Transfer was made or under the sublease from any person who entered into the Sublease, and Landlord shall apply all such amounts collected to the rent and other charges to be paid by Tenant under this Lease. If Landlord consents in writing to any Pledge of this Lease or any portion of the Leased Premises, and the person to whom the Pledge was made forecloses or otherwise realizes upon any interest in this Lease or in any portion of the Leased Premises, Landlord may collect rent and other charges and amounts due under this Lease from such person, and Landlord shall apply the amount collected to the rent and other charges and amounts to be paid by Tenant under this Lease. Such collection, however, shall not constitute consent or waiver of the necessity of written consent to such Transfer, Sublease or Pledge, nor shall such collection constitute the recognition of such person or any

other person as the "Tenant" under this Lease or constitute or result in a release of Tenant from the further performance of all of the covenants and obligations pursuant to this Lease, including the obligation to pay rent and other charges and other amounts due under this Lease.

(b) In the event that any rent or additional consideration payable after a Transfer exceed the rents and additional consideration payable under this Lease, Landlord and Tenant shall share equally in the amount of any excess payments or consideration. In the event that the rent and additional consideration payable under a Sublease exceed the rents and other consideration payable under this Lease (prorated to the space being subleased pursuant to the Sublease), Landlord and Tenant shall share equally in the amount of any excess payments or consideration.

(c) In the event that Tenant shall request that Landlord consent to a Transfer, Sublease or Pledge, Tenant and/or the person to whom the Transfer, Sublease or Pledge was made shall pay to Landlord reasonable legal fees and costs, not to exceed $5,000.00, incurred in connection with processing of documents necessary to effect the Transfer, Sublease or Pledge. In addition to the foregoing, Landlord's broker or agent shall be entitled to one-third (1/3) of any real estate commission or fee paid to any broker or agent in connection with the Transfer, Sublease or Pledge by Tenant and/or the person to whom any Transfer, Sublease or Pledge is being made.

X. INDEMNITY AND HAZARDOUS MATERIALS

10.1 Tenant's Indemnity. Subject to the provisions of Section 11.4 below as well as the limits of liability specified in Idaho Code § § 6-901 through 6-929, known as the Idaho Tort Claims Act, Tenant shall indemnify and hold Landlord, harmless from and/or against any claims, damages, and liabilities (including reasonable attorney's fees ordered by a court of competent jurisdiction) that may be suffered or incurred and that arise as a direct result of and which are caused by negligent actions by the Tenant's possession, operations or performance under this Lease or by the actions of Tenant's Related Parties. Nothing contained herein shall be deemed a waiver of Tenant's sovereign immunity, which is hereby expressly retained.

10.2. Landlord's Indemnity. Subject to the Provisions of Section 11.4 below and to the fullest extent permitted by law, Landlord shall protect, defend, indemnify and hold harmless Tenant and its affiliates against and from any and all claims, demands, actions, losses, damages, orders, judgments, and any and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs of litigation), resulting from or incurred by Tenant or any affiliate of Tenant on account of Landlord's failure to perform this Lease, provided, however, that such indemnification is limited however, solely to Tenant's contractual damages, and excluding all extra contractual remedies and consequential damages.

10.3 Notice. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Leased Premises or in the Centre Building and the Clearwater Building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment.

10.4 Environmental Indemnification. In addition to other indemnities provided under this Lease but subject to the limitations in Section 10.1, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions, and reasonable attorneys' and consultants' fees and expenses arising out of, directly or indirectly, in whole or in part, or relating to (i) the release of Hazardous Materials (as defined in Section 10.5 below) by Tenant or the Tenant Related Parties, (ii) the violation of any Hazardous Materials laws by Tenant or the Tenant Related Parties, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about, or from the Property by Tenant or the Tenant Related Parties (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "Tenant Release" and collectively as the "Tenant Releases").

10.5 Definition of Hazardous Materials. The term "Hazardous Materials" shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the state in which the Leased Premises are located or any political subdivision thereof;

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls; chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992k; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clear Air Act, 42 U.S.C. §§ 7401-7671q; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001-11050; and title 19, chapter 6 of the Utah Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental

conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated;

(c) the presence of which on the Property requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

10.6 Use of Hazardous Materials. Tenant shall not, and shall not permit any Tenant Related Parties to use, store, generate, release, or dispose of Hazardous Materials in, on, about, or from the Property. Landlord shall not, and shall not permit any Landlord Related Parties to use, store, generate, release, or dispose of Hazardous Materials in, on, about, or from the Property.

10.7 Release of Hazardous Materials. If Tenant discovers that any spill, leak, or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, Tenant shall promptly notify all appropriate governmental agencies and Landlord. In the event such release is a Tenant Release, Tenant shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. In the event such release is a Landlord Release, Landlord shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak, or release, the party responsible for the remediation of such release shall give the other party a detailed written description of the event and of such responsible parties investigation and remediation efforts to date. Within twenty (20) days after receipt, such responsible party shall provide the other party with a copy of any report or analytical results relating to any such spill, leak, or release. In the event of a release of Hazardous Material in, on, or under the Property by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of abatement.

10.8 Release of Landlord. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's personal property or to Tenant's business,

including any loss or damage to either the person or property of Tenant or Tenant Related Parties that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space. Tenant shall store its property in and shall use and enjoy the Leased Premises and all other portions of the Centre Building and the Clearwater Building and Improvements at its own risk, and hereby releases Landlord, to the fullest extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage, except to the extent that same are caused by or result from Landlord's or its affiliates, agents or employees' gross negligence or intentional acts.

XI. INSURANCE

11.1 Insurance on Tenant's Personal Property and Fixtures. At all times during the term of this Lease, Tenant shall keep in force at its sole cost and expense with insurance companies acceptable to Landlord, hazard insurance on an **["all-risk type"]** or equivalent policy form, and shall include fire, theft, extended coverages, vandalism, and malicious mischief. Coverage shall be equal to 100% of the Replacement Cost value of Tenant's contents, fixtures, furnishings, equipment, and all improvements or additions made by Tenant to the Leased Premises. The policy shall provide that such policy not be cancelled or materially changed without first giving Landlord thirty (30) days written notice.

11.2 Property Coverage. Landlord shall obtain and maintain in force an "all-risk type" or equivalent policy form, and shall include fire, theft, extended coverages, vandalism, and malicious mischief on the Centre Building and the Clearwater Building during the term of the Lease and any extension thereof. Landlord may obtain, at Landlord's discretion, coverage for flood and earthquake if commercially available at reasonable rates. Such insurance shall also include coverage against loss of rental income.

11.3 Liability Insurance. Tenant is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, Tenant shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are proscribed by Idaho Code section 6-924 (not less than $500,000), as well as worker's compensation coverage for its employees, as required under Idaho Code Section 72-301. Tenant's liability coverage shall cover the actions of Tenant and its employees, agents, students, and faculty while acting in the course and scope of employment or as students of Tenant in performing actions related to their Academic Practicums. Tenant's liability coverage obligations shall be 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. Tenant shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code section 72-301. Upon request, Tenant shall provide proof of such coverage.

11.4 Waiver of Subrogation. Landlord and Tenant hereby waive all rights to recover against each other, against any other tenant or occupant of the Centre Building and the Clearwater Building, and against each other's officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees or business visitors or of any other tenant or occupant of the Centre Building and the Clearwater Building, for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such loss or damage is actually covered.

11.5 Lender. Any mortgage lender interest in any part of the Centre Building and the Clearwater Building or Improvements may, at Landlord's option, be afforded coverage under any policy required to be secured by Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

XII. DESTRUCTION

If the Leased Premises shall be damaged (in whole or in part) by any fire or casualty which is insured against under any insurance policy maintained by Landlord, Landlord shall, to the extent of and upon receipt of, the insurance proceeds, repair the portion of the Landlord's Construction Obligations damaged by such casualty. Until such repair is complete, the Basic Annual Rent and Additional Rent shall be abated proportionately as to that portion of the Leased Premises rendered untenantable, provided, however, that there shall be no such abatement of Basic Annual Rent or Additional Rent if the damage is caused by negligence of the Tenant or Tenant Related Parties. Notwithstanding the foregoing, Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation within ninety (90) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Leased Premises to Landlord if any of the following occur: (a) the Leased Premises by reason of such occurrence are rendered wholly untenantable, (b) the Leased Premises should be damaged as a result of a risk which is not covered by insurance, (c) the Leased Premises should be damaged in whole or in part during the last six (6) months of the term or of any renewal hereof, (d) the Leased Premises or the Centre Building and the Clearwater Building (whether the Leased Premises are damaged or not) should be damaged to the extent of fifty percent (50%) or more of the then-monetary value thereof, or (e) the proceeds of such insurance are not sufficient to repair the Leased Premises to the extent required above (including any deficiency as a result of a mortgage lender's election to apply such proceeds to the payment of the mortgage loan). Tenant's liability for rent upon the termination of this Lease shall cease as of the day following Landlord's giving notice of cancellation. In the event Landlord elects to repair any damage, any abatement of rent shall end five (5) days after notice by Landlord to Tenant that the Leased Premises have been repaired as required herein. Unless this Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Leased Premises in a manner and in at least a condition equal to that existing prior to the destruction or casualty and the proceeds of all insurance carried by Tenant on its property and fixtures shall be held in trust by Tenant for the purpose of said repair and replacement.

XIII. CONDEMNATION

13.1 Total Condemnation. If title to or use of the whole of the Leased Premises shall be acquired or taken by Condemnation Proceeding, then this Lease shall cease and terminate as of the date of title or use vesting in such Condemnation Proceeding.

13.2 Partial Condemnation. If any part of the title to or temporary use of the Leased Premises shall be taken as aforesaid (a "Partial Taking"), and such Partial Taking shall render the remaining portion unsuitable for the Tenant's business, then this Lease shall cease and terminate as aforesaid. If the Leased Premises remain suitable for the Tenant's business following such Partial Taking, then this Lease shall continue in effect except that the Basic Annual Rent and Additional Rent shall be reduced in the same proportion that the portion of the Leased Premises (including basement, if any) taken bears to the total area initially demised or relative to the time period during which Tenant's use is denied. Landlord shall, upon receipt of an Amount received by Landlord, make all necessary repairs or alterations to the Centre Building and the Clearwater Building in which the Leased Premises are located, provided that Landlord shall not be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken. "Amount received by Landlord" shall mean that part of an award received from the Condemnation Proceeding or otherwise resulting from the Partial Taking, less any costs or expenses incurred by Landlord in the collection of the award, which is free and clear to Landlord of any collection by mortgage lenders for the value of the diminished fee.

13.3 Landlord's Option to Terminate. If more than twenty percent (20%) of the Centre Building and the Clearwater Building shall be taken as aforesaid, Landlord may, by thirty days' prior written notice to Tenant, terminate this Lease, provided, however, that Tenant shall be entitled to exercise its option to purchase prior to termination. If this Lease is terminated as provided in this Section, rent shall be paid up to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rent paid by Tenant in advance.

13.4 Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the leasehold or to the fee. Tenant shall have the right to claim from the condemning party, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's business and fixtures to the extent that the same shall not reduce Landlord's award.

13.5 Definition of Condemnation Proceeding. As used in this Lease the term "Condemnation Proceeding" means any action or proceeding in which any interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of eminent domain or right of condemnation or by purchase or otherwise in lieu thereof.

13.6 Tenant's Condemnation Power.. Landlord acknowledges that Tenant is an agency of the State of Idaho with condemnation (eminent domain) authority. Notwithstanding the foregoing, Tenant acknowledges that if it exercises the power of eminent domain (i) the constitutionally mandated just compensation to Landlord shall not be less than the purchase price agreed to herein; (ii) Landlord shall not be deprived of or limited in asserting or demanding any right, claim, or remedy available to it under the United States Constitution, the Idaho Constitution, or Idaho Code; or (iii) Tenant shall not be relieved from the full performance of its obligations under this Lease accruing prior to the date of possession.

XIV. LANDLORD'S RIGHTS TO CURE

14.1 General Right. In the event of Landlord's breach, default, or noncompliance hereunder, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default, or noncompliance. If prior to its giving such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of a lender which has furnished any of the financing referred to in Part XV hereof, concurrently with giving the aforesaid notice to Landlord, Tenant shall, by certified mail, return receipt requested, transmit a copy thereof to such lender. For the thirty (30) days following the giving of the notice(s) required by the foregoing portion of this Section (or such longer period of time as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be rectified within thirty (30) days), Landlord shall have the right to cure the breach, default, or noncompliance involved. If Landlord has failed to cure a default within said period, any such lender shall have an additional thirty (30) days within which to cure the same or, if such default cannot be cured within that period, such additional time as may be necessary if within such thirty (30) day period said lender has commenced and is diligently pursuing the actions or remedies necessary to cure the breach default, or noncompliance involved (including, but not limited to, commencement and prosecution of proceedings to foreclose or otherwise exercise its rights under its mortgage or other security instrument, if necessary to effect such cure), in which event this Lease shall not be terminated by Tenant so long as such actions or remedies are being diligently pursued by said lender.

14.2 Mechanic's Liens. Should any mechanic's or other lien be filed against the Leased Premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord. If Tenant fails to comply with its obligations in the immediately preceding sentence within such ten (10) day period, Landlord may perform such obligations at Tenant's expenses, in which case all of Landlord's costs and expenses in discharging shall be immediately due and payable by Tenant and shall bear interest at the rate set forth in Section 16.3 hereof. Tenant shall cause any person or entity directly or indirectly supplying work or materials to Tenant to acknowledge and agree, and Landlord hereby notifies any such contractor, that: (a) no agency relationship, whether express or implied, exists between Landlord and any contractor

retained by the Tenant; (b) all construction contracted for by Tenant is being done for the exclusive benefit of the Tenant; and (c) Landlord neither has required nor obligated Tenant to make the improvements done by the contractor.

XV. FINANCING; SUBORDINATION

15.1 Subordination. This Lease is and shall continue to be subordinate to any mortgage, deed of trust, or other security interest now existing or hereafter placed on the Landlord's interest in the Property by a mortgage lender (as amended, restated, supplemented, or otherwise modified from time to time, including any refinancing thereof, a "Mortgage"); provided, however, such subordination is subject to the condition that so long as Tenant continues to perform all of its obligations under this Lease its tenancy shall remain in full force and effect notwithstanding Landlord's default in connection with the Mortgage concerned or any resulting foreclosure or sale or transfer in lieu of such proceedings. If requested by a holder of the Mortgage, Tenant agrees at any time and from time to time to execute and deliver an instrument confirming the foregoing subordination. If elected by the holder of a Mortgage, this Lease shall be superior to such Mortgage, in which case Tenant shall execute and deliver an instrument confirming the same. Tenant shall not subordinate its interests hereunder or in the Leased Premises to any lien or encumbrance other than the Mortgages described in and specified pursuant to this Section 15.1 without the prior written consent of Landlord and of the lender interested under each Mortgage then affecting the Leased Premises. Any such unauthorized subordination by Tenant shall be void and of no force or effect whatsoever. Tenant may exercise it's right to purchase the Leased Premises for One Dollar ($1) at the conclusion of twenty annual lease payments from Tenant. Landlord has the duty and responsibility to provide for the Tenant's acquisition of the Leased Premises at the end of the 20th year for $1 and transfer title of the facility to Tenant free and clear of any debt or other encumbrances other than the duty for the Tenant to operate under the documents creating the condominium units within which the Leased Premises are constructed as well as those recorded instruments necessary for the development and operation of the Leased Premises. Furthermore, Landlord shall structure its financing of the Leased Premises so that excluding any applicable loan prepayment penalty, Landlord can convey the Leased Premises to Tenant at any purchase option period subject to only those elements set forth above.

15.2 Amendment. Tenant recognizes that Landlord's ability from time to time to obtain construction, acquisition, standing, and/or permanent mortgage loan financing for the Centre Building and the Clearwater Building and/or the Leased Premises may in part be dependent upon the acceptability of the terms of this Lease to the lender concerned. Accordingly, Tenant agrees that from time to time it shall, if so requested by Landlord and if doing so will not substantially and adversely affect Tenant's economic interests hereunder, join with Landlord in amending this Lease so as to meet the needs or requirements of any lender which is considering making or which has made a loan secured by a Mortgage affecting the Leased Premises.

15.3 Attornment. Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Leased Premises including any such disposition resulting from Landlord's default under a Mortgage, shall be subject to this Lease. Tenant shall attorn to Landlord's successor and assigns and shall recognize such successor or assigns as Landlord under this Lease, regardless of any rule of law to the contrary or absence of privity of contract.

XVI. EVENTS OF DEFAULT; REMEDIES OF LANDLORD

16.1 Default by Tenant. Upon the occurrence of any of the following events, Landlord shall have the remedies set forth in Section 16.2:

(a) Tenant fails to pay any installment of Basic Annual Rent or Additional Rent or any other sum due hereunder within ten (10) days after such Rent is due. Landlord acknowledges that Tenant's processes may necessitate up to forty-five (45) days to process invoices, however, payment of Basic Annual Rent shall not require any prior invoice for Tenant's payment obligation to commence except as may otherwise be set forth in Section 2.2 above.

(b) Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within twenty (20) days after written notice that such performance is due shall have been given to Tenant by Landlord or; provided, if cure of any nonmonetary default would reasonably require more than twenty (20) days to complete, if Tenant fails to commence performance within the twenty (20) days period or, after timely commencing, fails diligently to pursue such cure to completion but in no event to exceed sixty (60) days.

(c) Tenant or any guarantor of this Lease shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; or Tenant petitions for or enters into a voluntary arrangement under applicable bankruptcy law; or suffers this Lease to be taken under a writ of execution.

16.2 Remedies. Notwithstanding any other applicable provision herein, in the event of any default by Boise State University, as Tenant hereunder, Landlord may, after having notified the Idaho State Board of Education of such default and having provided the Idaho State Board of Education fourteen (14) days to cure the default, at any time, without waiving or limiting any other right or remedy available to it, terminate Tenant's rights under this Lease by written notice, reenter and take possession of the Leased Premises by any lawful means (with or without terminating this Lease), or pursue any other remedy allowed by law. Tenant agrees to pay to Landlord the cost of recovering possession of the Leased Premises, all costs of reletting, and all other costs and damages arising out of Tenant's default, including attorneys' fees. Notwithstanding any reentry, the liability of Tenant for the rent reserved herein shall not be extinguished for the balance of the Term,

and Tenant agrees to compensate Landlord upon demand for any deficiency arising from reletting the Leased Premises at a lesser rent than applies under this Lease.

16.3 Past Due Sums. If Tenant fails to pay, when the same is due and payable, any Basic Annual Rent, Additional Rent, or other sum required to be paid by it hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a fluctuating rate equal to two percent (2%) per annum above the Prime Rate. For purposes of this Lease, "**Prime Rate**" means the prime rate or base rate reported in the Money Rates column or section of The Wall Street Journal as being the prime rate or base rate on corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank). If The Wall Street Journal ceases publication of the prime rate or the base rate, "**Prime Rate**" shall mean the rate of interest from time to time announced by the national bank in the United States doing business in Idaho having the largest asset value as its prime rate or base rate. In addition thereto, Tenant shall pay a sum of five percent (5%) of such unpaid amounts of Basic Annual Rent, Additional Rent, or other sum to be paid by it hereunder as a service fee. Notwithstanding the foregoing, however, Landlord's right concerning such interest and service fee shall be limited by the maximum amount which may properly be charged by Landlord for such purposes under applicable law.

XVII. PROVISIONS APPLICABLE AT TERMINATION OF LEASE

17.1 Surrender of Leased Premises. At the expiration of this Lease, except for changes made by Tenant that were approved by Landlord, Tenant shall surrender the Leased Premises in the same condition, less reasonable wear and tear, as they were in upon delivery of possession thereto under this Lease and shall deliver all keys to Landlord. Before surrendering the Leased Premises, Tenant shall remove all of its personal property and trade fixtures and such property or the removal thereof shall in no way damage the Leased Premises, and Tenant shall be responsible for all costs, expenses and damages incurred in the removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

17.2 Holding Over. Landlord reserves any and all rights to initiate an unlawful detainer action in the event that Tenant has failed to exercise its right to renew or purchase and holds over after the expiration of the Term hereof or any Expansion Period after the failure to renew such.

XVIII. ATTORNEYS' FEES

In the event that at any time during the term of this Lease either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the unsuccessful party in such action or proceeding agrees to reimburse the

successful party for the reasonable expenses of such action including reasonable attorneys' fees, incurred therein by the successful party.

XIX. ESTOPPEL CERTIFICATE

19.1 Estoppel Certificate. As required under Exhibit "C" and from time to time thereafter, Tenant shall, within fifteen (15) days after Landlord's request, execute and deliver to Landlord a written declaration, in form and substance similar to Exhibit "D", plus such additional other information as Landlord may reasonably request. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon such declaration.

19.2 Effect of Failure to Provide Estoppel Certificate. Tenant's failure to furnish any estoppel certificate as required pursuant to Section 19.1 within fifteen (15) days after request therefor shall be deemed a default hereunder and moreover, it shall be conclusively presumed that: (a) this Lease is in full force and effect without modification in accordance with the terms set forth in the request; (b) that there are no unusual breaches or defaults on the part of Landlord; and (c) no more than one (1) month's rent has been paid in advance.

XX. COMMON AREAS

20.1 Definition of Common Areas. "Common Areas" means all areas, space, equipment, and special services provided for the joint or common use and benefit of the tenants or occupants of the Centre Building and the Clearwater Building, the Improvements, and Property or portions thereof, and their employees, agents, servants, patients, customers, and other invitees (collectively referred to herein as "Occupants") including, without limitation, retaining walls, landscaped areas, serviceways, pedestrian walks; courts, stairs, ramps, and sidewalks; common corridors, rooms and restrooms; air-conditioning, fan, janitorial, electrical, and telephone rooms or closets; and all other areas within the Centre Building and the Clearwater Building which are not specified for exclusive use or occupancy by Landlord or any tenant (whether or not they are leased or occupied). The designation of common area in the Condominium Documents shall not be dispositive of the definition of Common Areas under this Lease. However, to the extent that certain portions of any Condominium common area is not provided as Common Areas, hereunder, the Landlord shall exercise reasonable efforts to inform Tenant of such. Tenant acknowledges that its use and enjoyment of the Leased Premises shall be subject to the Condominium Documents.

20.2 License to Use Common Areas. The Common Areas shall be available for the common use of all Occupants and shall be used and occupied under a license. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right (a) to construct, maintain, and operate lighting and other facilities on all said areas and improvements; (b) to police the same; (c) to change the area, level, location, and arrangement of parking areas and other facilities; (d) to restrict parking by tenants, their officers, agents, and employees; (e) to close all or any portion of said areas

or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and (f) to close temporarily all or any portion of the parking areas or facilities to discourage non-occupant parking. Landlord shall operate and maintain the Common Areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right, through reasonable rules, regulations, and/or restrictive covenants promulgated by it from time to time, to control the use and operation of the Common Areas in order that the same may occur in a proper and orderly fashion. Landlord covenants that it will not unreasonably limit Tenant's access to the Leased Premises in exercising its rights herein over the Common Area.

20.3 Parking. There is no provision for the parking of automobiles of Tenant and all Occupants (as defined above) associated with Tenant on the Property, except as such may pay for use of the parking garage owned by Landlord's affiliate from time to time and on such terms and at such rates as may be established from time to time. Landlord or its agents shall, without any liability to Tenant or its Occupants, have the right to cause to be removed any automobile that may be wrongfully parked in a prohibited or reserved parking area, and Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, demands, damages and liabilities asserted or arising with respect to or in connection with any such removal of an automobile. Tenant shall from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of all automobiles owned by Tenant or its day-to-day Occupants. Tenant will not be charged by Landlord for any costs associated with parking areas that are not available for use by the Tenant on the same terms and conditions as other members of the public. Landlord agrees to cooperate with and assist Tenant to secure adequate parking facilities for its occupants. If Landlord or Landlord's affiliate develops and privately owns additional public parking facilities in the vicinity of the Project, then Landlord shall offer, or shall require its affiliate to offer, Tenant a first option to lease up to thirty (30) parking spaces for Tenant's employees occupying the Leased Premises on such terms and at such rates as may be established from time to time. The foregoing shall not apply to the existing parking facilities at 8th & Main, US Bank Plaza, or those being constructed within the Centre Building.

XXI. SIGNAGE AND BUILDING NAMING

21.1 Signage. Landlord, as part of the Tenant's Construction Obligations defined in Exhibit "C", shall provide Tenant with exterior signage on the Clearwater Building consistent with Landlord's master sign program for the Centre Building and the Clearwater Building and subject to governmental approval. Tenant shall be responsible for the cost of maintenance and operation of such signage including lighting. Other than the foregoing permitted signage, Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Leased Premises, or elsewhere in the Centre Building and the Clearwater Building, any sign, awning, marquee, decoration, lettering, attachment, or canopy, or advertising matter or other thing of any kind and will not place or maintain any decoration, lettering, or advertising matter on the

glass of any window or door of the Leased Premises without first obtaining Landlord's written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter, or other things, as may be approved, in good condition and repair at all times. Landlord may, at Tenant's cost, and without liability to Tenant, enter the Leased Premises and remove any item erected in violation of this Section. Landlord may establish rules and regulations governing the size, type, and design of all signs, decorations, etc., and Tenant agrees to abide thereby.

21.2 Building Naming. In the event Tenant shall become the project anchor, meaning Tenant occupies more space than any other tenant or occupant of the Clearwater Building then Tenant shall be afforded the right to select the building designation and modify building exterior signage to reflect such designation at Tenant's expense, provided, however, that such rights shall not obligate Landlord or Landlord's affiliates to modify any plat, declaration, lease, contract or other instrument to modify references to the Clearwater Building. The rights granted to Tenant in this Section, shall at all times be subject to the right of Clearwater Analytics, LLC, the tenant occupying the top five (5) floors of the Clearwater Building, under the terms of its lease with Landlord's affiliate.

XXII. MISCELLANEOUS PROVISIONS

22.1 No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

22.2 Force Majeure. Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Landlord's control, including, without limitation, labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God, or the acts or omissions of Tenant or the Tenant Related Parties.

22.3 No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord.

22.4 Notice. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed to the address set forth in the Lease Summary. Either party may designate such other address as shall be given by written notice.

22.5 Captions; Attachments; Defined Terms:

(a) The captions to the Section of this Lease are for convenience of reference only and shall not be deemed relevant in resolving questions of construction or interpretation under this Lease.

(b) Exhibits referred to in this Lease, and any addendums and schedules attached to this Lease shall be deemed to be incorporated in this Lease as though part thereof.

22.6 Recording. Tenant and Landlord agree to record a memorandum of this Lease with the Recorder of the County in which the Centre Building and the Clearwater Building are located.

22.7 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

22.8 Broker's Commissions. Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liabilities arising from such claims, including any attorneys' fees connected therewith.

22.9 Tenant Defined; Use of Pronouns. The word "Tenant" shall be deemed and taken to mean each and every person or party executing this document as a Tenant herein. If there is more than one person or organization set forth on the signature line as Tenant, their liability hereunder shall be joint and several. If there is more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

22.10 Provisions Binding, Etc. Except as otherwise expressly set forth herein including, specifically and without limitation, Section 9, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representative, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be

both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Centre Building and the Clearwater Building, the Leased Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations hereunder, provided that this Lease and all provisions hereunder shall continue in full force and effect and bind Landlord's successor or assignee. Nothing set forth herein shall require Landlord to obtain Tenant's consent to any assignment, transfer or other encumbrance of any of Landlord's interest in the Property, the Leased Premises, the Improvements or the Common Areas.

22.11 Entire Agreement, Etc. This Lease and the Exhibits, Riders, and/or Addenda, if any, attached hereto, constitute the entire agreement between the parties. Any guaranty attached hereto is an integral part of this Lease and constitutes consideration given to Landlord to enter in this Lease. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. If any provision contained in the rider or addenda is inconsistent with a provision in the body of this Lease, the provision contained in said rider or addenda shall control. It is hereby agreed that this Lease contains no restrictive covenants or exclusives in favor of Tenant. The captions and Section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Section or paragraph.

22.12 Governing Law. The interpretation of this Lease shall be governed by the laws of the State of Idaho. Tenant hereby expressly and irrevocably agrees that Landlord may bring any action or claim to enforce the provisions of this Lease in the State of Idaho, County of Ada, and Tenant irrevocably consents to personal jurisdiction in the State of Idaho for the purposes of any such action or claim. Tenant further irrevocably consents to service of process in accordance with the provisions of the laws of the State of Idaho. Landlord and Tenant mutually acknowledge and agree the venue for any legal disputes is the Fourth Judicial District in the State of Idaho.

22.13 Recourse by Tenant. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land, Centre Building and the Clearwater Buildings and Improvements thereto, and subject to prior rights of any mortgagee, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord or any of its partners, shareholders, successors, or assigns shall be subject to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

22.14 Rules and Regulations. Tenant and the Tenants Related Parties shall faithfully observe and comply with all of the rules and regulations set forth on the attached Exhibit F, and Landlord may from time to time reasonably amend, modify or make additions to or deletions from such rules and regulations. Such amendments, modifications, additions and deletions shall be effective on notice to Tenant. On any breach of any of such rules and regulations, Landlord may exercise any or all of the remedies provided in this Lease on a default by Tenant under this Lease and may, in addition, exercise any remedies available at law or in equity including the right to enjoin any breach of such rules and regulations. Landlord shall not be responsible to Tenant for the failure of any other tenant or person to observe any such rules and regulations.

22.15 Tenant's Representations and Warranties. Tenant represent and warrants to Landlord as follows:

(a) Tenant is duly organized and validly existing under the laws of the state of Idaho and except as set forth herein, has full power and authority to enter into this Lease, without the consent, joinder or approval of any other person or entity, including, without limitation, any mortgagee(s). This Lease has been validly executed and delivered by Tenant and constitutes the legal, valid and binding obligations of Tenant, enforceable against Tenant in accordance with its terms.

(b) Tenant is not a party to any agreement or litigation which could adversely affect the ability of Tenant to perform its obligations under this Lease or which would constitute a default on the part of Tenant under this Lease, or otherwise materially adversely affect Landlord's rights or entitlements under this Lease.

22.15 No Construction Against Preparer. This Lease has been prepared by Landlord and its professional advisors and reviewed by Tenant and its professional advisors. Landlord, Tenant and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Landlord or Tenant or against either Landlord or Tenant merely because of their efforts in its preparation.

22.16 Number and Gender. The terms "Landlord" and "Tenant," wherever used herein, shall be applicable to one or more persons or entities, as the case may be, and the singular shall include the plural and the neuter shall include the masculine and feminine and, if there be more than one person or entity with respect to either party, the obligations hereof of such party shall be joint and several.

22.17 Counterparts. This Lease may be executed and delivered in counterparts for the convenience of the parties, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

22.18 Intentionally Omitted.

22.19 Merger. If both Landlord's and Tenant's estates in the Leased Premises have both become vested in the same owner, this Lease shall nevertheless not be terminated by application of a doctrine of merger unless agreed in writing by Landlord, Tenant and any holder of a Mortgage.

22.20 Option to Purchase after Certificate of Occupancy. Within ninety (90) days of receiving a certificate of occupancy for the Leased Premises and so long as Tenant has not delivered a Termination Notice, Tenant shall have a right to purchase the Leased Premises to elect, by delivering written notice to Landlord with such ninety (90) day period ("Tenant's Purchase Notice") that it desires to purchase the Leased Premises. Within thirty (30) days of Tenant's delivery of a Tenant's Purchase Notice, Landlord and Tenant shall enter into a purchase agreement on terms and conditions acceptable to both Tenant and Landlord, but otherwise consistent with the requirements of this Section 22.20. Tenant's purchase of the Leased Premises shall be subject to all matters of record and any matters which may be disclosed by an accurate survey of the Leased Premises. Tenant shall be required to pay all costs and expenses incurred in connection with the purchase of the Leased Premises, including, without limitation, all title, survey, escrow and recording costs. The Leased Premises will be conveyed from Landlord to Tenant pursuant to a special warranty deed. The purchase price for the Leased Premises shall be $9,100,000.00. Tenant may only exercise the purchase option herein if Tenant is materially performing under this Lease or is in the process of curing any default of its obligations under this Lease. Exercise of the purchase option shall not excuse Tenant from the payment of any Base Annual Rent or Additional Rent due and owing prior to the date of the conveyance of the Leased Premises to Tenant. Landlord shall only be required to make such warranties as set forth in the Special Warranty Deed attached hereto as Exhibit "H" pursuant to which Landlord will convey the Leased Premises to Tenant.

22.21 Annual Option Periods. Upon delivery of a Termination Notice, Tenant may also deliver a Tenant's Purchase Notice. Within thirty (30) days of Tenant's delivery of a Tenant's Purchase Notice, Landlord and Tenant shall enter into a purchase agreement on terms and conditions acceptable to both Tenant and Landlord, but otherwise consistent with the requirements of this Section 22.21. Tenant's purchase of the Leased Premises shall be subject to all matters of record and any matters which may be disclosed by an accurate survey of the Leased Premises. Tenant shall be required to pay all costs and expenses incurred in connection with the purchase of the Leased Premises, including, without limitation, all title, survey, escrow and recording costs. The Leased Premises will be conveyed from Landlord to Tenant pursuant to a special warranty deed in the form attached hereto as "Exhibit H". Tenant may only exercise the purchase option herein if Tenant is materially performing under this Lease or is in the process of curing any default of its obligations under this Lease. Exercise of the purchase option shall not excuse Tenant from the payment of any Base Annual Rent or Additional Rent due and owing prior to the date of the conveyance of the Leased Premises to Tenant.

In the event Tenant delivers a Tenant's Acceptance Notice, the purchase price under the Purchase Agreement shall be as follows, which Purchase Price is based on the year of the Term in which the Tenant's Acceptance Notice is accepted:

Lease Year Ending	Purchase Price	Comments
0	$9,100,000	Initial purchase prior to any lease payments, summer 2016
1	$9,042,419	No prepayment penalty if purchased before expiration of the construction financing.
2	$8,813,392	No pre payment penalty if purchased before the expiration of the construction financing.
3	$8,539,000	Plus any pre payment penalties imposed by lender
4	$8,271,465	Plus any pre payment penalties imposed by lender
5	$7,985,402	Plus any pre payment penalties imposed by lender
6	$7,702,555	Plus any pre payment penalties imposed by lender
7	$7,395667	Plus any pre payment penalties imposed by lender
8	$7,062,693	Plus any pre payment penalties imposed by lender
9	$6,701,416	Plus any pre payment penalties imposed by lender
10	$6,309,430	Plus any prepayment penalties imposed by lender
11	$5,884,126	Plus any prepayment penalties imposed by lender
12	$5,422,671	No Pre Payment penalty if Purchased at first refinance period
13	$4,921,992	Plus any pre payment penalties imposed by lender
14	$4,378,756	Plus any pre payment penalties imposed by lender
15	$3,789,344	Plus any pre payment penalties imposed by lender
16	$3,149,832	Plus any pre payment penalties imposed by lender
17	$2,455,962	Plus any pre payment penalties imposed by lender
18	$1,703,113	Plus any pre payment penalties imposed by lender

19	$886,272	Plus any pre payment penalties imposed by lender
20	$1	No Pre Payment Penalty

22.22 Right of First Refusal. This Section 22.22 shall survive closing of Tenant's purchase of the Leased Premises and shall not merge therewith. Moreover, Tenant's rights hereunder are subject to and subordinate to the rights previously granted to Clearwater Analytics, LLC ("Clearwater"), and the Greater Boise Auditorium District ("the District"), as set forth in the agreements between Landlord's Affiliates and Clearwater and the District respectively. During the Term, and provided Tenant is not in default under this Lease, Tenant shall have a right of first refusal to purchase any portion of the Clearwater Building not occupied by Tenant (excluding Units owned by Landlord's affiliate for retail use and the Unit leased by the District). To effectuate such right of first refusal, Landlord shall ensure that a right of first refusal substantially in the form of "Exhibit I" attached hereto is executed and recorded, if required, between Tenant and Landlord's affiliate owning the applicable portions of the Clearwater Building. Execution and delivery of the Right of First Refusal shall be a condition to Tenant's execution and delivery of this Lease Agreement. In addition, Tenant shall have a right of first refusal to purchase the Leased Premises if (i) Landlord shall receive a bona fide offer from any third party for the purchase of the Leased Premises or portion thereof which offer Landlord desires to accept, or (ii) if Landlord desires to sell or make a bona fide offer to sell the Leased Premises or portion thereof to a third party, then Landlord will inform the Tenant in writing of such and provide the details of such. The Tenant will have the opportunity at the next available meeting of the Idaho State Board Education to seek approval to either match the purchase offer from the third party, or notify Landlord of Tenant's exercising its right to purchase option at the next annual purchase option opportunity as detailed in Section 22.20; whichever the Tenant determines in its sole discretion to be most advantageous to the Tenant. Should the Tenant elect to either match the third party offer, or exercise its next purchase option, such notice provided in writing will terminate any third party purchase and the Tenant and Landlord will enter into a purchase agreement and coordinate the closing date. Should the Tenant decline to match the third party offer or decline to exercise its next purchase option, the Landlord may proceed with the sale to a third party, and the third party will acquire and be bound by all the terms and conditions of this Lease.

22.23 Option to Purchase after Expiration of Extension Terms. In the event the Term has continued through all nineteen (19) Extension Periods, Tenant shall have the option to purchase the Leased Premises for a purchase price of One Dollar ($1.00) by delivering a Tenant's Purchase Notice nine (9) months prior to expiration of the last Extension Period. Within thirty (30) days of Tenant's delivery of a Tenant's Purchase Notice, Landlord and Tenant shall enter into a purchase agreement on terms and conditions acceptable to both Tenant and Landlord, but otherwise consistent with the requirements of this Section 22.23. Tenant's purchase of the Leased Premises shall be subject to all matters of record and any matters which may be disclosed by an accurate

survey of the Leased Premises. Tenant shall be required to pay all costs and expenses incurred in connection with the purchase of the Leased Premises, including, without limitation, all title, survey, escrow and recording costs. Tenant may only exercise the purchase option herein if Tenant is materially performing under this Lease or is in the process of curing any default of its obligations under this Lease. Exercise of the purchase option shall not excuse Tenant from the payment of any Base Annual Rent or Additional Rent due and owing prior to the date of the conveyance of the Leased Premises to Tenant. Landlord shall only be required to make such warranties as are set forth in the form of Special Warranty Deed attached hereto as "Exhibit H."

22.24 Right of First Refusal to Landlord/Continuing Obligation to Share Profit of Sale. This Section 22.24 shall survive closing of Tenant's purchase of the Leased Premises and shall not merge therewith. Tenant shall agree to memorialize the rights set forth herein in a recorded instrument prior to Landlord's conveyance of the Leased Premises by Special Warranty Deed. Tenant acknowledges that Landlord has entered into this Lease and has provided Tenant with economic benefits that it would not have made available to any entity other than Tenant for operation of its computer science department and that Landlord has not developed or leased the Leased Premises to Tenant for Tenant's speculation. As such, Tenant acknowledges that if it were a private computer science entity, Landlord would not have granted it the option to purchase the Leased Premises. Therefore, Tenant acknowledges and grants the following rights to Landlord which shall continue for ten years following Tenant's exercise of any of its options to purchase and shall expire on the tenth anniversary date of such purchase:

(a) Right of First Refusal. If Tenant elects to market the property, and Tenant shall receive a bona fide offer from any third party for the purchase of the Leased Premises or portion thereof which offer Tenant desires to accept, or if Tenant desires to sell or make a bona fide offer to sell the Leased Premises or portion thereof to a third party, then Tenant shall inform the Landlord in writing of such and provide the details of such, setting forth the economic terms and conditions of the proposed transaction, and if available, a copy of such offer (the "Written Notice of Proposed Sale"). Landlord shall have the right, within thirty (30) days after Tenant's delivery of the Written Notice of Proposed Sale, to elect, by delivering written notice to Tenant within such 30-day period ("Landlord's Acceptance Notice"), to purchase the Leased Premises on the same terms and conditions as those set forth in the Written Notice of Proposed Sale. In the event Landlord timely delivers Landlord's Acceptance Notice, Landlord and Tenant shall, within thirty (30) days of Landlord's delivery of Landlord's Acceptance Notice, enter into a purchase contract for the Leased Premises, or portion thereof described in the Written Notice of Proposed Sale, setting forth the terms of the Written Notice of Proposed Sale, with such additional terms and conditions as may be agreed to by Landlord and Tenant (the "Purchase Agreement"). If Landlord does not deliver Landlord's Acceptance Notice within such 30 day period, Landlord shall be deemed to have elected to not elect to purchase the

Leased Premises or portion thereof pursuant to the Written Notice of Proposal Sale. If Landlord declines, or is deemed to have declined, the Written Notice of Proposed Sale, Tenant may thereafter convey the Leased Premises, to a third party, subject to subsection (b) below. This obligation shall be recurring and Tenant shall provide notice to Landlord of each and every proposed sale that Tenant considers and shall deliver a Written Notice of Proposed Sale, notwithstanding Landlord's prior declination of the Written Notice of Proposed Sale.

(b) Continuing Obligation to Share Profit of Sale. If Landlord declines to exercise the Right of First Refusal set forth in subsection (a) immediately preceding, then Tenant may convey the Leased Premises to a third party and Tenant shall deliver to Landlord fifty percent (50%) of the profit from the sale of the Leased Premises. The profit from the sale of the Leased Premises shall be calculated as by subtracting from the purchase price actually paid to Tenant for the sale of the Leased Premises, the sum of (i) $9,100,000.00, (ii) sales commissions paid by Tenant at closing, and (iii) any closing costs actually paid by Tenant. Tenant shall remit the share of profit to Landlord immediately upon Tenant's closing of the sale of the Leased Premises.

22.25 Conditions Precedent. Tenant's obligations under this Lease shall be subject to the following conditions precedent:

(a) Landlord providing an estimated construction schedule and delivery date that is approved by Tenant. Tenant shall not unreasonably condition, withhold, or delay its approval.

(b) Landlord entering into a lease with a private technology based company for at least 80,000 square feet in the Project, approved by Tenant. Tenant shall not unreasonably condition, withhold, or delay its approval.

(c) Additionally, Tenant's obligations under this Lease to pay Basic Annual Rent and Additional Rent shall not become effective until the Commencement Date, provided, that such obligation shall be further extended until Landlord records a plat and declaration creating the condominium units that comprise the Leased Premises. The form of the plat and declaration creating the condominium units, and the associated duties, rights, and obligations, appurtenant thereto shall be approved by Tenant, provided, however that Tenant shall not unreasonably condition, withhold, or delay its approval.

22.26 Sufficient Appropriation by Legislature Required**.** It is understood and agreed that the Tenant is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time.

The Tenant reserves the right to terminate this Lease Agreement in whole or in part if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Tenant to continue such lease payments, or requires any return or "give-back" of funds required for the Tenant to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties shall thereupon cease within thirty (30) days after the notice to the Landlord. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from Tenant operating and reserve funds including, but not limited to State legislative appropriations.

22.27 Right to Terminate Lease Agreement at Direction of Idaho Department of Administration. The parties to this Lease Agreement recognize and agree that Tenant, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that Department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Tenant may terminate this Lease Agreement at any time after a one (1) year period from the Commencement Date of the Lease Agreement as determined under Section 2.2, provided that Landlord is notified in writing one hundred eighty (180) days prior to the date such termination is to be effective. Such action on the part of the Tenant will relieve the Tenant and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Leased Premises, if later.

22.28 Officials, Agents and Employees of Tenant Not Personally Liable**.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

22.29 Nondiscrimination. The Landlord hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Landlord further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Landlord hereby agrees to provide equal employment opportunity and take affirmative action in employment on the

basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

22.30 Construction or Renovation of Buildings. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

22.31 Long Term Energy Costs. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all State buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

22.32 Non-Smoking Buildings. All State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

22.33 Utility Information. State agencies are required to develop an inventory of greenhouse gas emissions and to implement strategies to reduce greenhouse gases. The Landlord agrees to provide Tenant with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Tenant is not able to access this information directly from the utility companies, Landlord agrees to furnish said information to Tenant on a calendar year basis.

22.34 Indoor Air Quality. Landlord agrees to develop and maintain an indoor air quality management program and to maintain it in conjunction with all construction projects in the Building as well as on all ongoing maintenance and repairs of the City

Center Building and the Leased Premises. Said program shall optimize and document the use of air quality compliant materials inside the Building to reduce the emissions from materials used in the City Center Building. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Building. Carpet must meet the requirements of the CRI Green Label Plus Carpet Testing Program. Carpet cushion must meet the requirements of the CRI Green Label Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

22.35 Material Representations. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

22.36 Severability. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

22.37 Purchase Terminates Lease. Except for those provisions that are expressly set forth herein as continuing the obligations of the parties beyond closing of Tenant's purchase of the Leased Premises, including, but not limited to Section 22.24, if Tenant exercises any purchase option, upon completion of the purchase this Lease will be no longer in effect and only the condominium agreement will continue to be in full force and effect.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date first set forth above.

LANDLORD: CITY CENTER PLAZA EDUCATION, LLC, an Idaho limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company

By:_____
Name: _____
Title: Manager

TENANT: IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By:_____

Name: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The Leased Premises occupy one or more units within one or more commercial condominiums to be constructed on a portion of the following described property:

Beginning a point which is 20.00 feet S.54°47'55"E. and 40.00 feet S.35°13'45"W. from the monument at West Main Street and North Eighth Street of BOISE CITY ORIGINAL TOWNSITE (said monument being 3092.04 feet N.60°31'39"W. from the East ¼ corner of Section 10, Township 3 North, Range 2 East, Boise Meridian); and running thence S.54°47'55"E. 126.94 feet; thence S.35°11'57"W. 180.23 feet; thence S.54°46'29"E. 23.43 feet; thence S.35°15'06"W. 42.33 feet; thence S.54°44'54"E. 82.73 feet; thence N.35°15'06"E. 11.50 feet; thence S.54°44'54"E. 16.67 feet; thence N.35°15'06"E. 12.83 feet; thence S.54°44'54"E. 29.00 feet; thence S.35°15'06"W. 23.67 feet; thence N.54°44'54"W. 28.17 feet; thence S.35°15'06"W. 46.60 feet; thence S.54°46'00"E. 69.40 feet; thence S.35°13'13"W. 17.44 feet; thence N.54°44'54"W. 159.23 feet; thence S.35°36'42"W. 14.41 feet; thence N.54°47'21"W. 80.73 feet; thence N.35°13'45"E. 10.25 feet; thence northerly 136.79 feet along the arc of a 100.00 feet radius non-tangent curve to the left, (chord bears N.04°02'51"W. 126.37 feet); thence N.35°13'45"E. 192.22 feet to the point of beginning.

The above described part of an entire tract contains 42865 square feet in area or 0.984 acres.

EXHIBIT "B"

DEPICTION OF LEASED PREMISES

EXHIBIT "C"

CONSTRUCTION AND/OR FINISHING OF IMPROVEMENTS TO LEASED PREMISES

In accordance with the provisions of the body of the Lease to which this Exhibit "C" is attached, the improvements to the Leased Premises shall be constructed and/or finished (as the case may be) in the manner described, and upon all of the terms and conditions contained in the following portion of this Exhibit "C". The obligations to construct the Leased Premises in this Exhibit "C".

I. **GENERAL DESCRIPTION OF WORK**:

A. **LANDLORD'S CONSTRUCTION OBLIGATION**: "Landlord's Construction Obligation" respecting improvements to the Leased Premises shall consist of the following described items or elements of work (where more than one type of material, structure, or method is indicated, Landlord shall have the option of selecting or employing any thereof):

1. **STRUCTURAL**:

(a) Frame: The building shall be of steel or concrete frame, reinforced concrete, or bearing wall construction designed in accordance with the applicable building code.

(b) Exterior Walls: Insulated exterior walls of the building shall be of masonry, concrete, or such other material(s) as may be selected by Landlord's architect.

(c) Floor: Floor shall be of concrete slab.

2. **BASE BUILDING**: Landlord shall provide Tenant the following as part of the base building shell: landscaping, site identification, toilets, stairwells, elevators, mechanical rooms, and janitorial closets on Leased Premises floors.

3. **UTILITIES**:

(a) Water and Sewer: Water and sewer service shall be furnished to the toilet rooms on the floors of the Leased Premises.

(b) Electricity: Electrical service shall be provided to a main distribution panel in an electrical room on each floor of the Centre Building and the Clearwater Building.

4. **HEATING, AIR CONDITIONING, AND SPRINKLERS**:

(a) Air Conditioning and Heating: HVAC trunk lines shall be provided to the floor area. No distribution or controls shall be provided by Landlord, however, Tenant shall be required to install HVAC distribution and base building controls as designated and selected by Landlord as part of Tenant's Construction Obligations defined below.

(b) Sprinklers: Automatic sprinkler system, if and to the extent required by the applicable code, shall be installed in the Centre Building and the Clearwater Building.

B. **TENANT'S CONSTRUCTION OBLIGATION**: The work to be performed by Landlord in satisfying its obligations respecting construction improvements to the Leased Premises shall be limited to that described in the foregoing Section. All other items or elements of work shall be provided by Tenant at Tenant's expense. Such other work shall constitute "Tenant's Construction Obligations" respecting improvements to the Leased Premises and shall include, but not necessarily be limited to, the purchase, installation, and/or performance (as the case may be) of the following described items or elements of work:

1. Electric Fixtures and Equipment: Tenant shall be responsible for all electrical work and distribution from the main distribution panel provided by Landlord in the electrical room on each floor of the Building as set forth above in Section A.3(b). Tenant shall be obligated to install its own distribution panel within the Leased Premises. Tenant shall be obligated to install metering devices compatible to the Building electrical controls.

2. Telephone: All arrangements for telephone service and all conduits for telephone wires in the Leased Premises including, but not limited to, conduits, wires, boxes, and head-in equipment.

3. Utility Meters: All meters necessary to separately measure electricity consumption in the Leased Premises, and if separately provided by Landlord, then all meters necessary to separately measure water and gas consumption in the Leased Premises.

4. Walls: All interior partitioning and drywall on all party walls or the walls surrounding the Leased Premises, including the interior of the exterior wall of the Building.

5. Doors: All interior doors and door frames, sidelights, signage, and hardware, all of which shall be a Building standard as directed by Landlord.

6. Floor Covering: All floor covering and floor materials other than concrete.

7. Security and Alarm System: Any systems or other protective devices including by not limited to alarm, fire, and security systems. Any alarm and security systems to be installed shall be the system designated by Landlord from the Landlord specified vendor.

8. Demising Walls: Demising walls (i.e., walls dividing the Leased Premises for areas, if any, in the same building occupied by other lessees) shall be of steel stud or masonry.

9. Special Plumbing and Water Heater: All extra plumbing (either roughing-in or fixtures) required for Tenant's special needs and any water heater required.

10. Special Ventilation: All ventilation and related equipment not installed under Landlord's Construction Obligation.

11. Special Equipment: All special equipment such as conveyors, lifts, etc.

12. Painting: All interior painting.

13. Ceiling: All ceiling installation and treatments.

14. Heating and Air Conditioning: All ducting distribution and controls including but not limited to, VAV boxes, exhaust fans, heating and cooling boxes, and/or Tenant specialty items. Tenant shall install any supplemental controls and systems required to support tenant functions beyond the base finish for the building and its designed load as set forth in Section IV below. All heating, ventilation, and air conditioning controls installed by Tenant shall be compatible to Building heating, ventilation, and air conditioning controls. Notwithstanding the foregoing, Tenant shall solely install those distribution and controls as designated and selected by Landlord.

15. Sprinklers: Tenant shall be responsible to modify the Building automatic sprinkler system and to install and/or modify sprinklers in the Leased Premises, if and to the extent required by the applicable code, in order to complete Tenant's Construction Obligations.

II. PLANS

A. **LANDLORD'S PLANS**: To the extent that the same has not heretofore occurred, Landlord shall furnish, construct and install the items and elements comprising Landlord's Construction Obligation substantially in accordance with the plans, specifications, and working drawings applicable thereto (hereinafter referred to as "Landlord's Plans") prepared by the architectural firm of Babcock Design Group as Landlord's Plans may be changed or modified from time to time.

B. **TENANT'S PLANS**: Landlord and Tenant shall collaborate in preparation of complete plans and specifications (hereinafter referred to as "Tenant's Plans") detailing the item and elements comprising Landlord's Construction Obligation and Tenant's Plans. If Tenant elects to utilize Landlord's designated architect, Babcock Design Group, for Tenant's preliminary space planning, the Tenant shall receive an allowance from Landlord of $.20/rentable square foot for the development of an initial space plan ("Space Planning Allowance"). Tenant shall be solely responsible for all costs incurred beyond the Space Planning Allowance. If Tenant elects to retain and utilize its own design professionals for purposes of space planning and preparation of Tenant's Plans, then Tenant shall pay all costs associated with design and shall reimburse Landlord's designated architect, Babcock Design Group for all costs associated with coordinating Tenant's Plans with Landlord's Plans and Tenant's Construction Obligations with Landlord's Construction Obligation. Tenant shall then proceed promptly to prepare Tenant's Plans and shall submit the Tenant's Plans to Landlord for written approval (not to be unreasonably withheld.) The approval by Landlord of Tenant's plans for work to be performed on the Leased Premises, whether by Landlord or Tenant, shall in no way create any responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with any and all laws, rules and regulations of federal, state, county and municipal agencies or authorities. Any objections by Landlord and the reason therefore shall be given to Tenant's Plans as proposed. If Tenant fails within forty-five (45) days after receiving the necessary information from Landlord to furnish to Landlord Tenant's Plans as proposed, Landlord shall have the right to terminate the Lease upon written notice to Tenant (without prejudice to any right Landlord may have against Tenant for damages arising out of Tenant's failure).

III. **CONSTRUCTION**

A. **COMPLETION BY LANDLORD**: All of the items or elements of work entering into Landlord's Construction Obligation shall be furnished, constructed, and installed substantially in accordance with those portions of Tenant's Plans applicable thereto. Tenant agrees that by entering into possession of the Leased Premises pursuant to the following Section B, Tenant will have thereby accepted all of the construction work performed by Landlord and will have thereby accepted the Leased Premises in their then condition and hereby waives any claim against Landlord thereafter arising out of the condition of improvements to the Leased Premises, the Centre Building and the Clearwater Building, the Common Areas, or the Improvements. Landlord shall not be liable for any latent, patent, or observable defects in such improvements after such acceptance by Tenant. Landlord does, however, warrant the work performed hereunder by Landlord against latent defects discovered at any time during the one (1) year period following the time of such acceptance by Tenant.

B. **CONSTRUCTION BY TENANT**: Following the date that Landlord notifies Tenant that Tenant's Construction Obligations can commence, specifically the date upon which the structural elements and the HVAC trunk lines required under Landlord's Construction Obligation are completed and Tenant's Construction Obligations can be undertaken without unreasonable interference with the completion of Landlord's Construction Obligation, Tenant shall promptly commence and thereafter shall diligently pursue to completion all of the matters

entering into Tenant's Construction Obligations and such matters shall be performed or accomplished in accordance with the applicable law, in a good and workmanlike manner, by contractors approved in writing by Landlord, and in such manner as to maintain harmonious and suitable labor relations and working conditions. Tenant shall timely obtain all licenses or permits required for the work performed by Tenant.

Tenant shall, at Landlord's request, furnish Landlord with a bond or bonds assuring payment to all those furnishing labor, materials, or services in connection with Tenant's Construction Obligations. Any work or change that Tenant desires to accomplish and which is not reflected by Tenant's Plans shall be subject to Landlord's prior written approval (not to be unreasonably withheld). Upon completion of Tenant's Construction Obligations, Tenant shall furnish to Landlord a complete set of "as built" plans and specifications for the items and elements entering into Tenant's Construction Obligations.

C. **INTERRELATIONSHIP OF WORK**: In performing the Tenant's Construction Obligations, Tenant shall comply with all directions of Landlord or Landlord's contractor so as to coordinate its construction activities with those being pursued by others (whether on the Leased Premises or elsewhere in the Centre Building and the Clearwater Building, and whether by Landlord or by other tenants). Any improvements or items of equipment installed by Tenant which are to be visible from outside of the Leased Premises shall be finish painted by Tenant in accordance with Landlord's standard paint schedule. All work performed by Tenant shall leave Landlord's structure as strong or stronger than original design and with finishes unimpaired. Any roofing or flashing work accomplished by Tenant shall conform to original work and shall be performed at Tenant's expense by Landlord's roofing subcontractor who installed the original roof. Either party hereto may examine and inspect the work of the other at any reasonable time and shall promptly give notice of any observed defects.

1. **ROOF PENETRATIONS**: Tenant agrees that neither it nor its contractors or employees will, during the construction of the Leased Premises or at any time during the term of this Lease, make or cause to be made in the roof of the Leased Premises any penetration whatsoever without first obtaining the prior written approval from Landlord. Tenant acknowledges that Landlord may require Tenant to use Landlord's designated roofing contractor to perform or supervise any roof cuts or penetrations to which Landlord may agree or give its consent.

In the event Tenant fails to observe this condition, Landlord may hire a roofing contractor of its choice to inspect any penetrations in the roofing material over the Leased Premises and to perform any needed modifications or corrections to the roof surface or its components in order to preserve the integrity of the roof structure. Landlord may bill Tenant for the expenses of any such roof inspection and/or repairs, plus a 20% overhead fee for such work. Tenant agrees to pay for said inspection and/or repairs immediately upon presentation of said invoice.

2. **HEATING/VENTILATING/AIR CONDITIONING DISTRIBUTION AND CONTROL WORK**: In order to insure that the rooftop mechanical equipment,

originally provided by Landlord, will work efficiently and effectively to provide the specified heating, ventilating and/or cooling to the Leased Premises, Tenant agrees and covenants that prior to its installation of any duct work, distribution equipment, controls or other related components of the mechanical system, it will first obtain from Landlord or from Landlord's designated mechanical contractor, written approval of its plans for same.

D. **PAYMENT**: Landlord shall furnish, construct, and complete all of the matters entering into Landlord's Construction Obligation at its own cost and expense; Tenant shall furnish, construct and complete all of the matters entering Tenant's Construction Obligations at its own cost and expense. All fees of Tenant's architect or engineer shall be paid by Tenant. All government, municipal, and/or city fees shall be paid by Tenant. This Tenant Finish Allowance shall be provided in accordance with the following conditions:

1. Prior to commencing Tenant's Construction Obligations, Tenant may elect to receive the Tenant Finish Allowance on a "work in progress basis" by providing Landlord written notice of such election. In the event Tenant has made the foregoing election Landlord shall release the Available Tenant Improvement Allowance (as defined below) to Tenant upon satisfaction of the following conditions, as determined by Landlord in its sole discretion:

(a) No default or event which with the giving of notice or passage of time or both would constitute a default under the Lease shall exist;

(b) Tenant shall deliver to Landlord a certificate from the architect and contractor certifying (a) the percentage of the Tenant's Construction Obligations which have then been completed to date (the "Completion Percentage"), (b) an estimate of the amount of all costs and expenses required to complete the Tenant's Construction Obligations (the "Remaining Costs"), and (c) the identification of suppliers, materialmen, contractors and subcontractors which have performed the Tenant's Construction Obligations or have supplied materials in connection with the Tenant's Construction Obligations to date;

(c) Tenant shall deliver to Landlord (i) conditional lien waiver's (conditioned only on payment) from all suppliers, materialmen, contractors and subcontractors which have performed the Tenant's Construction Obligations or have supplied materials in connection with the Tenant's Construction Obligations and (ii) unconditional lien waivers from all suppliers, materialmen, contractors and subcontractors which have performed the Tenant's Construction Obligations or have supplied materials in connection with the Tenant's Construction Obligations and for which Tenant has previously submitted a conditional lien waiver pursuant to clause (i) above in connection with a previous draw on the Available Tenant Improvement Allowance;

(d) No event of force majeure or other event or condition shall exist which permits or requires Tenant or any contractor, subcontractor, materialmen or supplier

to cancel, suspend or terminate its performance of the Tenant's Construction Obligations;

(e) Tenant shall deliver a certification to Landlord that (a) all mechanics liens have been (and upon payment of amounts from Available Tenant Improvement Allowance, will be) released and discharged (b) all contracts entered into in connection with the Tenant's Construction Obligations are in full force and effect and have not been modified, and (c) Tenant has sufficient funds to pay for all of the Remaining Costs (less any unpaid Tenant Finish Allowance);

(f) Prior to commencing the construction of the Tenant's Construction Obligations, Tenant shall have delivered to Landlord all contracts entered into in connection with the performance of the Tenant's Construction Obligations; and

(g) Tenant shall deliver to Landlord all invoices for which Tenant is requesting payment and such invoices shall be issued under the contracts provided to Landlord pursuant to paragraph 6 above.

For purposes hereof, the Available Tenant Improvement Allowance shall mean the sum of (a) the Tenant Finish Allowance multiplied by the Completion Percentage, less (b) any portion of the Tenant Finish Allowance previously paid to Tenant pursuant to the provisions hereof, less, (c) a retainage of five percent (5%) of the amounts payable to Tenant pursuant to the foregoing provisions (the "Retainage"). All expenses arising by reason of Tenant's Construction Obligations in excess of this aggregate amount of the Tenant Finish Allowance shall be borne exclusively by the Tenant. In no event shall personal property be included as part of the Tenant Finish Allowance.

The Retainage shall be paid in full to Tenant upon satisfaction of the following conditions:

(w) All items of work specifically listed or implied under Tenant's Construction Obligations shall be certified complete by Tenant and Tenant's Architect;

(x) All final invoices with the necessary certification shall be forwarded to the Landlord for consideration and payment;

(y) If such work is found to be complete as certified, Landlord shall remit to Tenant a total amount due within thirty (30) days.

(z) Landlord shall not be obligated to remit any payment prior to its receipt of the following documents: (i) a Certificate of Occupancy from the municipality involved, (ii) a signed copy of Exhibit "D" and Exhibit "E" of this Lease or an equivalent document provided by Landlord and as required by lender,

(iii) a copy of insurance certificates evidencing the insurance required to be maintained by Tenant pursuant to Section 10 of this Lease, and (iv) all copies of necessary lien waivers involved with any general or subcontractors involved with Tenant's Construction Obligations.

2. In the event Tenant has not elected to receive the Tenant Finish Allowance pursuant to Paragraph 1 above, the Tenant Finish Allowance shall be distributed upon satisfaction of the following conditions, as determined by Landlord in it sole discretion:

(a) All items of work specifically listed or implied under Tenant's Construction Obligations shall be certified complete by Tenant;

(b) All final invoices with the necessary certification shall be forwarded to the Landlord for consideration and payment;

(c) If such work is found to be complete as certified, Landlord shall remit to Tenant, a total amount due within thirty (30) days.

(d) Landlord shall not be obligated to remit any payment prior to its receipt of the following documents: (i) a Certificate of Occupancy from the municipality involved, (ii) a signed copy of Exhibit "E" of this Lease or an equivalent document provided by Landlord and, if required by lender to authorize release of any funds to Tenant, a signed copy of Exhibit "D" of this Lease, (iii) a copy of insurance certificates evidencing the insurance required to be maintained by Tenant pursuant to Section 10 of this Lease, and (iv) all copies of necessary lien waivers involved with any general or subcontractors involved with Tenant's Construction Obligations.

(e) No default or event which with the giving of notice or passage of time or both would constitute a default under the Lease shall exist.

Notwithstanding the foregoing to the contrary, all expenses arising by reason of Tenant's Construction Obligations in excess of the Tenant Finish Allowance shall be borne exclusively by Tenant. No personal property shall be included as part of the Tenant Finish Allowance.

IV. BUILDING STANDARD FINISHES

The "Building Standard Finishes" provided as part of the Landlord's Construction Obligation is defined to include all structural elements of the Building, elevator systems, restrooms, fire exit stairways, electrical risers, telephone risers, plumbing risers, sprinkler systems, ventilation and cooling, air distribution system, insulated high-pressure duct loop, janitorial closets, floor telephone closets, and floor electrical closets.

Landlord shall provide the following Building Standard Finishes for the Building and the Premises. The list includes:

1. The primary and secondary electrical, mechanical, fire protection, and life-safety system distribution in accordance with the Base Building design which complies with the local building code and other requirements of governmental agencies, including ADA, having jurisdiction over the Building for unoccupied office space in shell condition.
2. Building structural system consists of wide flange steel structural beam system with a composite concrete floor.
3. Building core area men's and women's toilet rooms, which meets all fire, life safety, ADA requirements, and other applicable codes.
4. Drinking fountains (HDCP accessible) at Building core per floor.
5. Code-compliant floor electrical/telephone and janitorial closets.
6. The electrical power is provided at 6.8 watts connected per rentable square foot, connected for tenant use, exclusive of the buildings HVAC system. The electrical includes lighting panels, transformer, distribution equipment and provisions for four (4) 208/120 volt tenant power panel connections at the floor.
7. Building-standard elevator lobby and related improvements.
8. High-speed electric traction elevators with eight-foot zero-inch elevator cabs (4 passenger cabs and 1 service sized cab) with seven-foot zero-inch high doors that serve the Building.
9. Building stairways (painted) as required by code with concrete filled stair treads and painted steel risers.
10. Sheetrock corridors, core area walls, and core corridor walls shall be taped, textured, and painted.
11. All base building mechanical equipment are included in the building mechanical penthouse and basement spaces. Supplemental mechanical equipment to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building.
12. The base building heating and air conditioning system ("HVAC") complies with the state and local building codes, the standards established by the American Society of Heating, Refrigeration, and Air Condition Engineers (ASHRAE) for high-rise office buildings, or standards customarily adopted for class A buildings. Primary HVAC mechanical equipment (chillers, cooling towers, air-handling units, etc. or equivalent) and duct supply & return risers and distribution from the mechanical equipment room through the floor distribution loop. Heating water (30% propylene glycol) loops will be circulated on all floors of the building except the parking garage floors. Supply and return air ducts will be extended from the air handler into the premises in the office areas and looped around each floor to supply conditioned air to the tenant provided ductwork. All ductwork and piping for the tenant's improvements are to be installed "high and tight" against the structural members to allow temperature controls, balancing, and testing. Supplemental HVAC and electrical equipment and systems beyond the loads set forth below to support tenant functions shall be included in the tenant space as a tenant improvement and not part of the base finish for the building:
    - Occupancy Load: Average of one person per 125 rentable square feet.

- Lighting load: 1.0 watt/sq. ft. to space.
- Office equipment load: 2.25 watt/sq.ft. to space. Completion of the HVAC finish including, but not limited to, VAV(R) terminal unit low pressure ductwork, dampers, grills, diffusers, temperature controls, testing, and balancing as well as stand alone air-conditioning are at tenant's sole cost and expense.

13. A minimum of 1.0 CFM/RSF average of primary supply air @ 55ºF shall be provided to the premises.
14. The ventilation for the Premises shall be ASHRAE 62-2007 (or current) compliant.
15. Complete HVAC systems servicing all common areas of the Building (including, without limitation, restrooms and elevator lobbies on Tenant's floors) are provided as part of the Base Building.
16. Floor loads shall be per applicable codes and Base Building standards throughout with a minimum superimposed floor loading capacity of 80 pounds per square foot in all Tenant areas in addition to inherent structural dead loads.
17. Average floor-to-floor height of 14-feet.
18. Average ceiling height of nine-feet in all Tenant areas.
19. All plumbing riser-lines are in the floor core area.
20. Domestic hot and cold water shall be provided at all restrooms in the Building core.
21. Waste, vent and domestic cold water connects for tenant use will be stubbed into the tenant space at a minimum of two locations per typical floor.
22. Fire and life safety system shall be installed per applicable building codes. Installation of the fire sprinkler system includes a building fire pump, risers, control valves and main distribution loop. Installed sprinklers are limited to building core areas, penthouse, and code required coverage for an unoccupied tenant space.
23. Fire alarm / communication systems shall be installed per applicable building codes including fire alarm system, fire extinguishers, exit lights and emergency circuiting. Fire alarm devices and life safety equipment installed shall be limited to building core areas and code required coverage for unoccupied tenant space.
24. Landlord shall be responsible to construct the Building and any common areas to meet ADA requirements.
25. A standby electrical generator is provided to meet life-safety requirements. Any required generator for tenant use, including data or server equipment is a tenant improvement and not part of the base finish for the building.

EXHIBIT "D"

ACKNOWLEDGMENT OF COMMENCEMENT DATE AND TENANT ESTOPPEL CERTIFICATE

TO: DATE:

RE: _____
_____
_____
_____

Gentlemen:

The undersigned, as Tenant, has been advised that the Lease has been or will be assigned to you as a result of your financing of the above-referenced property, and as an inducement therefor hereby confirms the following:

1. That it has accepted possession and is in full occupancy of the Leased Premises, that the Lease is in full force and effect, that Tenant has received no notice of any default of any of its obligations under the Lease, and that the Lease Commencement Date is _____.

2. That the improvements and space required to be furnished according to the Lease have been completed and paid for in all respects, and that to the best of its knowledge, Landlord has fulfilled all of its duties under the terms, covenants and obligations of the Lease and is not currently in default thereunder.

3. That the Lease has not been modified, altered, or amended, and represents the entire agreement of the parties, except as follows:

   _____
   _____
   _____
   _____

4. That there are no offsets, counterclaims or credits against rentals, nor have rentals been prepaid or forgiven, except as provided by the terms of the Lease.

5. That said rental payments commenced or will commence to accrue on _____, and the Lease term expires _____. The amount of the security deposit and all other deposits paid to Landlord is $_____.

6. That Tenant has no actual notice of a prior assignment, hypothecation or pledge of rents of the Lease, except: _____ _____ _____.

7. That this letter shall inure to your benefit and to the benefit of your successors and assigns, and shall be binding upon Tenant and Tenant's heirs, personal representatives, successors and assigns. This letter shall not be deemed to alter or modify any of the terms, covenants or obligations of the Lease.

The above statements are made with the understanding that you will rely on them in connection with the purchase of the above-referenced property.

Very truly yours,

_____

Date of Signature: _____ By: _____

EXHIBIT "E"

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") is made and entered into as of this [____] day of [_____], 200[__], by and between **[LANDLORD NAME]**, (the "Landlord"), and **[TENANT NAME]** (the "Tenant").

RECITALS

WHERAS, on [_____], Landlord and Tenant entered into that certain Lease Agreement (the "Lease") pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Tenant, the Leased Premises (as defined in the Lease). Capitalized terms used but not defined herein shall have their respective meanings set forth in the Lease.

WHEREAS, in accordance with Section 2.5 of the Lease, Landlord and Tenant agreed to enter into this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agrees as follows:

AGREEMENT

1. Amendment to Section 1.1(a). Section 1.1(a) of the Lease is hereby deleted in its entirety and replaced with the following:

   "(a) That certain floor area containing approximately a Gross Rentable Area of _____ square feet (the "Leased Premises") on the 2nd and 3rd floors of the Clearwater Building and a portion of the 3rd Floor of the Centre Building. The street address for the Centre Building, Clearwater Building and Multimodal Center within City Center is _____, Boise, Idaho, 83702, all of which is located within the real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"). The Leased Premises consists of that certain area crosshatched on the floor plan shown on Exhibit "B" which is attached hereto and by this reference incorporated herein. At any time and from time to time during the term of the Lease, Landlord shall have the right to re-measure and re-determine the gross rentable square feet of the Leased Premises, the Centre Building and the Clearwater Building in accordance with BOMA Standard Methods of Measurement – English version (ANSI/BOMA Z65.1-2010) – Method A. If the re-measured and re-determined rentable area of the Leased Premises is different than above stated, Landlord shall provide Tenant written notice of the change in square footage (the "Measurement Notice"). The re-measured and re-determined rentable square feet shall then become the Gross Rentable Area of the

Leased Premises, effective as of the date of the Measurement Notice, in which case the Basic Annual Rent (as defined in Section 3.1 below), the Additional Rent (as defined in Section 4.1 below), shall be proportionately adjusted, provided that the Gross Rentable Area may be adjusted by no more than five percent (5%) of the original Gross Rentable Area of 53,549 square feet;"

2. Amendment to Section 2.3. Section 2.3 of the Lease is hereby deleted in its entirety and replaced with the following:

> "2.2 Commencement Date. The term of this Lease and Tenant's obligation to pay rent hereunder shall commence on [_____] (the "Commencement Date")."

3. Amendment to Section 4.1(c)(i). Section 4.1(c)(i) of the Lease is hereby deleted in its entirety and replace with the following:

> (i) All expenses allocable to the Leased Premises under any of the Condominium Documents for its share, as one or more Units, or sub-Units, of taxes (if any), insurance, maintenance and operation of any common area so designated or defined thereunder, the allocated interest of such Units or sub-Units, of which the Leased Premises are a part, are anticipated to be as follows, but subject to adjustment upon recording of the final Condominium Documents: (Clearwater Building Condominiums: _____%; Centre Building Condominiums: _____%; Multimodal Center Condominiums: _____%: US Bank Plaza Condominiums: ____%).

4. Amendment to Section 4.1(h). Section 4.1(h) of the Lease is hereby deleted in its entirety and replace with the following:

> (h) "Tenant's Proportionate Share" shall mean the percentage derived from the fraction, the numerator of which is the gross rentable square footage of the Leased Premises, the denominator of which is the gross rentable square footage of the portions of the Building owned by Landlord; at any time or from time to time, less than eighty-five percent (85%) of the Centre Building or the Clearwater Building is occupied by tenants who are paying rent during a calendar year or fiscal year, the denominator, for purposes of calculating Tenant's Proportionate Share, shall be the square footage of the Centre Building or the Clearwater Building actually being leased by tenants who are in occupancy and paying rent. Initially, for the improvements owned by Landlord, the Tenant's Proportionate Share for the Leased Premises shall be 100% (Premises: 53,549 square feet of Gross Rentable Area/Landlord's Units 53,549 square feet of Rentable Area). It is anticipated that Tenant's Proportionate Share, based upon the interests in the Common Areas allocated to the Units comprising the Leased Premises, will be as follows, subject to adjustment upon recording of the final Condominium

Documents: (Clearwater Building Condominiums: _____%; Centre Building Condominiums: _____%; Multimodal Center Condominiums: _____%: US Bank Plaza Condominiums: ____%).

5. Any and all other terms and provisions of the Lease are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraph. Except as expressly modified and amended hereby, all other terms and conditions of the Lease shall continue in full force and effect.

6. This Amendment contains the entire understanding of Tenant and Landlord and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

7. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

8. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

9. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first set forth above.

TENANT:

[Insert Tenant's signature block]

LANDLORD:

[Insert Landlord's signature block]

EXHIBIT "F"

RULES AND REGULATIONS

The rules and regulations set forth in this Exhibit are a part of the foregoing Lease. Whenever the term "Tenant" is used in these rules and regulations, such term shall be deemed to include Tenant and the Tenant Related Parties. The following rules and regulations may from time to time be modified by Landlord in the manner set forth in the Lease. These rules are in addition to those set forth in any restrictions of record and Tenant shall be subject to all such rules and regulations set forth in such restrictions of record. The terms capitalized in this Exhibit shall have the same meaning as set forth in the Lease.

1. Tenant shall not place or suffer to be placed on any exterior door, wall or window of the Leased Premises, on any part of the inside of the Leased Premises which is visible from outside of the Leased Premises or elsewhere on the Property, any sign, decoration, lettering, attachment, advertising matter or other thing of any kind, without first obtaining Landlord's written approval. Landlord may establish rules and regulations governing the size, type and design of all such items and Tenant shall abide by such rules and regulations. All approved signs or letterings on doors shall be printed, painted and affixed at the sole cost of Tenant by a person approved by Landlord, and shall comply with the requirements of the governmental authorities having jurisdiction over the Property. At Tenant's sole cost, Tenant shall maintain all permitted signs and shall, on the expiration of the Term or sooner termination of this Lease, remove all such permitted signs and repair any damage caused by such removal. Landlord may establish rules and regulations governing the size, type and design of all such items and Tenant shall abide by such rules and regulations, as well as the existing rules and regulations set forth in the Master Declaration.

2. Tenant shall have the right to non-exclusive use in common with Landlord, other tenants and their occupants of the parking areas, driveways, sidewalks and access points of the Property, subject to reasonable rules and regulations prescribed from time to time by Landlord. Landlord shall have the right, but not the obligation, to designate parking areas for Tenant.

3. Tenant shall not obstruct the sidewalks or use the sidewalks in any way other than as a means of pedestrian passage to and from the offices of Tenant. Tenant shall not obstruct the driveways, parking areas or access to and from the Property or individual tenant parking spaces. Any vehicle so obstructing and belonging to Tenant may be towed by Landlord, at Tenant's sole cost and expense.

4. Tenant shall not bring into, or store, test or use any materials in, the Center Building or the Clearwater Building which could cause fire or an explosion, fumes, vapor or odor unless explicitly authorized by the terms of the Lease.

5. Tenant shall not do, or permit anything to be done in or about the Leased Premises, or keep or bring anything into the Leased Premises, which will in any way increase the rate of insurance cost for the Property. Unless explicitly provided for in the Lease, Tenant shall not bring, use, store, generate, dispose or allow combustible, flammable or hazardous materials on

the Property or the Leased Premises.

6. Tenant shall immediately pay upon receipt of demand therefore from Landlord for any damage caused during moving of Tenant's property in or out of the Leased Premises.

7. No repair or maintenance of vehicles, either corporate or private, shall be performed on or about the Property.

8. Tenant shall not leave vehicles parked overnight on the Property unless (a) explicitly authorized by the terms of the Lease, or (b) such vehicles are being used by persons working overnight in the Leased Premises.

9. No outside storage of company or personal property, vehicles or boats in or about the Leased Premises is permitted. This includes, without limitation, transportation and storage items such as automobiles, trucks, trailers, boats, pallets, debris, trash or litter.

10. Tenant may utilize such door locks as it deems appropriate provided that (a) it shall provide Landlord with a master key or keys to the Leased Premises and (b) Tenant shall not install any security system except as consistent with Exhibit C to the Lease.

11. The Leased Premises shall not be used for lodging or sleeping purposes. No immoral or unlawful purpose is allowed on the Property or in or about the Leased Premises. Vending machines for the use of Tenant's employees only are permitted. Electronic games and similar devices for revenue purposes are prohibited. Electronic games which are part of an educational program are allowable so long as the volume is controlled so as to not be audible from common areas or adjoining premises.

12. Landlord shall have the right to control and operate the common areas of the Property, as well as the facilities and areas furnished for the common use of the tenants in such manner as Landlord deems best for the benefit of the tenants and the Property generally, considered as a first class institutional facility.

13. No animals or birds of any kind shall be brought into or kept in or about the Leased Premises, except for guide dogs for vision or hearing impaired persons.

14. Canvassing, soliciting, distribution of handbills or any other written materials or peddling on or about the Property are prohibited, and Tenant shall cooperate to prevent the same.

15. Tenant shall not throw any substance, debris, litter or trash of any kind out of the windows or doors of the Centre Building or the Clearwater Building, and will use only designated areas for proper disposal of these materials.

16. Waterclosets and urinals shall not used for any purpose other than those for which they are constructed, and no sweepings, rubbish, ashes, newspaper, coffee grounds or any other substances of any kind shall be thrown into them.

17. Waste and excessive or unusual use of water is prohibited without the prior written consent of Landlord.

18. Tenant shall not penetrate the walls or roof of the Centre Building or the Clearwater Building and shall not attach any equipment or antenna to the roof or exterior of the Centre Building or the Centre Building or the Clearwater Building without Landlord's prior written consent. Tenant shall not step onto the roof of the Centre Building or the Clearwater Building for any reason. No television, radio or other audiovisual medium shall be played in such manner as to cause a nuisance to other tenants or persons using the common areas.

19. Landlord shall not be responsible for lost, stolen or damaged personal property, equipment, money, merchandise or any article from the Leased Premises or the common areas regardless of whether or not the theft, loss or damage occurs when the Leased Premises are locked.

20. Landlord reserves the right to expel from the Property anyone who in Landlord's reasonable judgment is intoxicated or under the influence of alcohol, drugs or other substance, or who is in violation of the rules and regulations of the Property.

21. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name or street address of the Centre Building or the Clearwater Building or the Property.

22. These rules and regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

23. Landlord may, from time to time, waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing them against any or all of the tenants of the Property.

24. The use of the Leased Premises for business activities is to be conducted within the interior of Tenant's space to the greatest extent possible. Extensive business activities outside Tenant's space is not permitted without the prior written consent of Landlord.

25. If a Tenant is in violation of these rules and regulations and has not corrected such violation within ten (10) days after written notice Landlord may, without forfeiting any other rights or recourses permitted under the Lease, correct the violation at Tenant's expense to include levying a $100.00 administrative charge per violation for coordinating and managing the correction of the violation. Costs associated with Landlord's reasonable actions to correct the violation including the administrative charge will be considered additional rent as defined in the Lease.

EXHIBIT G

DOWNTOWN BOISE BUSINESS IMPROVEMENT DISTRICT DISCLOSURE

[see attached]

DOWNTOWNBOISE

Downtown Boise Business Improvement District Disclosure
Your Downtown Boise Association Dollars at Work

Welcome to Downtown Boise! Thank you for choosing to locate your business in beautiful downtown Boise. Downtown has many wonderful opportunities and makes an excellent location to work, shop, play and live.

The Downtown Boise Association (DBA) is the organization designated by the City of Boise to administer the Downtown Boise Business Improvement District (BID). A Business Improvement District is a publicly sanctioned, yet privately directed organization that supplements public service to improve shared, geographically defined, outdoor public spaces. BIDs enhance the safety, cleanliness, image and competitiveness of city centers. There are at least 1200 BIDs in the United States with six located in Idaho. Under Idaho Statute, Title 50 Municipal Corporations is Chapter 26 that defines Business Improvement Districts in the State of Idaho.

On June 23, 1997 the Mayor and City Council of Boise passed Resolution # 9293 declaring inter alia the intent of the City of Boise to create a Downtown Business Improvement District, and by resolution of the Mayor and Council adopted the resolution. Pursuant to Idaho Code section 50-2611, the City designated the Downtown Boise Association to administer the operation of the Downtown Business Improvement District. The ordinance was signed by City Council on July 7, 1987. (Ordinance #5019 and #6216)

All businesses that locate within the district (generally bounded by 5th, State, 13th and Myrtle Streets) are subject to an annual assessment from Boise City. All businesses in the district are automatically members of the Downtown Boise Association. You will receive a bill from the City of Boise Utility Department for your Business Improvement District Assessment at the end of January for the fiscal year. Businesses are assessed based on square footage, location and type of business. The rate sheet and BID boundary map can be viewed online at www.downtownboise.org.

The Downtown Boise Association provides the following:

Services: The DBA manages the "Clean Team" which provides general cleaning for downtown sidewalks and manages the flower planters located throughout downtown. Over 400 pots are planted in early May and are maintained till early November. The DBA provides supplemental snow removal for downtown sidewalks whenever 1" or more snow accumulates.

Events: The DBA organizes downtown events located in the Grove such as Alive After Five, Jazz on the Grove and the Holiday Tree Lighting Celebration. These events also serve as revenue sources for the DBA. The DBA organizes and markets downtown events aimed at the retail sector such as "First Thursday" and "Christmas in the City", Mother's Day and Summer Sales and promotes Boise through a marketing campaign called "Fall for Boise".

Marketing: The DBA supports a downtown general marketing campaign. The DBA promotes downtown as a Shopping, Dining, Arts & Entertainment destination through designing and producing the Downtown Map & Directory and budgets annually to purchase T.V., Radio and Print supporting shopping, dining, arts and entertainment throughout the year. The DBA manages a comprehensive gift card program aimed at both general public distribution and major employer incentive programs.

Communication: The DBA supports and maintains a web site located at www.downtownboise.org designed to promote all aspects of downtown including downtown shopping & dinning opportunities, new business attraction, DBA member services, and current downtown news & information. The DBA hosts member forums on a monthly basis.

Advocacy: The DBA is recognized by Boise City Council as the primary advocate on downtown issues and actively engages in downtown advocacy on behalf of the membership. This enables the DBA to take leadership roles in downtown issues that impact the downtown economy such as parking, access and transportation, vending, vagrancy, noise, new business attraction, business retention, vacancy rates and other economic development issues.

I have read the above and understand that my business is located in the Downtown Boise Business Improvement District, and as such will receive an annual assessment from the City of Boise.

Signed: _____

Print Name: _____

Business Name: _____

Business Address: _____

Type of Business: _____ Leased Sq/Ft: _____

Phone: _____ Fax: _____

Downtown Boise Association
720 W. Idaho St. Boise, ID 83702
Phone 208-385-7300, Fax 208-385-7301

EXHIBIT H

Form of Special Warranty Deed

Recording Requested By and
When Recorded Return to:

_____
_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

Special Warranty Deed made this _____ day of _____, 20___, between CITY CENTER PLAZA EDUCATION, LLC, an Idaho limited liability company ("**Grantor**"), and Idaho State Board of Education by and through Boise State University, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-municipal corporation, whose address is _____ ("**Grantee**"), witnesseth:

That Grantor, for and in consideration of the sum of One Dollar and No Cents ($1.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate ("**Property**") situated in the County of Ada, State of Idaho:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described Property together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor makes no covenants or warranties with respect to title or condition of the Property, express or implied, other than that Grantor has authority to grant, sell, and convey the Property and holds marketable fee simple title to the Property and that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, except as set forth herein.

This conveyance is made further subject to (a) any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument; (b) the recorded instruments relating to the development of and the creation of the condominium units and appurtenant common areas constituting the Property; (c) the continuing

obligations of Grantee to Grantor relating to the Property which shall survive the conveyance and not merge herewith; and (d) taxes and assessments due but not yet owing as the date hereof.

GRANTOR:

CITY CENTER PLAZA EDUCATION, LLC, an
Idaho limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company

By:_____
Name: _____
Title: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this_____ day of _____, 2014, before me _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of KC Gardner Company, L.C., the Utah limited liability company that is the manager of City Center Plaza Education, LLC, the Idaho limited liability company that executed the within instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

Exhibit A

Legal Description

[To be attached]

EXHIBIT I

RIGHT OF FIRST REFUSAL AGREEMENT

Effective _____, 2014, City Center Plaza Office, LLC, ("**Grantor**"), and the State of Idaho by and through Idaho State Board of Education by and through Boise State University ("**Grantee**"), enter into this Right of First Refusal Agreement (the "**Agreement**"). In consideration for the mutual covenants of Grantor and Grantee, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

ARTICLE 1
BACKGROUND

1.1 Grantee and Grantor's affiliate, City Center Plaza Education, LLC, have entered into a Lease Agreement, as amended (collectively, the "**Lease**") with respect to Suites 200 and 300, consisting of three condominium units, two located entirely on the 2nd and 3rd floors of the Clearwater Building and one unit located partially on the 3rd floor of the Centre Building (the "**Leased Premises**"), located on the real property described in Exhibit A attached hereto (the "**Property**").

1.2 In connection with the Lease, Grantor has agreed to grant to Grantee a right of first refusal to purchase Suites 500, 600, 700, 800, and 900 located near the Leased Premises in the Clearwater Building on the Property (the "**Subject Properties**").

1.3 The Parties hereby desire to enter into a this Right of First Refusal Agreement whereby Grantor agrees to grant to Grantee a right of first refusal to purchase the Subject Properties on the terms and subject to the conditions set forth herein.

ARTICLE 2
RIGHT OF FIRST REFUSAL

2.1. Grant of Right. Grantor hereby grants to Grantee the right of first refusal to purchase the Subject Properties, upon the terms and conditions hereinafter set forth. Grantee acknowledges that the rights granted herein are subject to the rights of Clearwater Analytics, LLC, and the tenant presently leasing the Subject Properties, as set forth in its lease with Grantor as well as the rights granted to Clearwater Property Holdings, LLC, a member of Grantor, as set forth in the Operating Agreement governing Grantor (referred to hereafter collectively as the "Clearwater Entities"). Grantee further acknowledges that the rights set forth herein are limited to those condominium Units owned by Grantor, which are limited to the Subject Properties. Grantee finally acknowledges that the exercise of the rights granted herein shall be expressly conditioned upon either Tenant fully performing its obligations under the Lease or Tenant having exercised its rights to purchase the Leased Premises.

2.2. Notice of Transfer. In the event Grantor determines to sell, convey or otherwise transfer the Subject Properties or any portion thereof to a third party, other than the Clearwater Entities, or following the Clearwater Entities' rejection of such offer or failure to exercise its right of first refusal relating to the Subject Properties, Grantor shall provide Grantee with a written notice setting forth the terms and conditions of the third party offer, with a copy of such third party offer attached thereto (the "**Transfer Notice**"). Upon receipt of the Transfer Notice, Grantee will have the opportunity at the next available meeting of the Idaho State Board of Education to seek approval to match the purchase offer from the third party. If the Idaho State Board of Education fails to act within forty five (45) days from the date of the Transfer Notice, then Grantee will be deemed to have waived all of its rights hereunder and this Agreement shall terminate. Upon receipt of such approval, Grantee shall have five (5) days in which to provide Grantor a written notice (the "**Notice of Acceptance**") that it will purchase the Subject Properties upon all of the terms and conditions set forth in the Transfer Notice, including the timing for closing. If Grantee does not agree to purchase the Subject Properties, Grantor shall thereafter have the absolute right to sell or transfer the Subject Properties to the third party so long as such sale or transfer is at a price not less than and on terms not more favorable than the price and terms stated in the Transfer Notice. If the third party transaction would be consummated at a price which is less than or upon terms which are more favorable than the price and/or terms set forth in the Transfer Notice, then the Grantor shall provide to Grantee a statement of the modified terms upon which Grantor is willing to sell the Subject Properties or the interest therein ("**Modification Notice**"). Grantee has five (5) days following receipt of the Modification Notice to provide written notification ("**Modified Notice of Acceptance**") to Grantor that Grantee will purchase the Subject Properties or the interest therein under the terms and conditions contained in the Modification Notice. If Grantee fails to deliver a Modified Notice of Acceptance in the time frames as set forth herein, then this Agreement shall terminate and Grantor shall have the absolute right to transfer the Subject Properties upon the terms and conditions set forth Modification Notice to a third party.

2.3. Transfer to Clearwater. Grantor may transfer the Subject Properties to the Clearwater Entities at any time without offer of the Subject Properties to Grantee. In the event Grantor transfers the Subject Properties to the Clearwater, Clearwater shall be bound by the provisions of this right of first refusal if it seeks to transfer the Subject Properties to another party, so long as Grantee leases or owns the Leased Premises.

2.4. Due Diligence. Unless a longer term for due diligence is specified in the Transfer Notice, Grantee shall have the period between the Transfer Notice and the delivery of the Notice of Acceptance to conduct its due diligence on the Subject Properties.

2.5. No Conveyance. Except as expressly provided herein, Grantor shall not sell, convey or otherwise transfer the Subject Properties, or any interest therein, unless and until the right of first refusal herein conferred upon Grantee has been exhausted.

2.6 Excluded Conveyances. The rights granted to Grantee in this Agreement shall not apply to a granting of a mortgage loan or to the foreclosure, delivery of a deed in lieu of

foreclosure or similar action of a mortgage loan and shall terminated upon the foreclosure, delivery of a deed in lieu of foreclosure or similar action of a mortgage loan. Grantee agrees to execute any document for the sole purpose of confirming the provisions of this Section required by the holder of such mortgage, deed of trust or other security interest.

2.7 Prohibition on Transfer of Rights by Grantee. Grantor and its affiliates have developed the larger project within which the Leased Premises and the Subject Properties are located as part of a larger commercial mixed use development that has been planned and developed with a very specific mix of tenants and uses. As set forth in the limitation on uses and transfers set forth in Articles VI and IX of the Lease, which are incorporated herein by reference as if fully restated herein, the grant of rights set forth herein are solely for the benefit of Boise State University in the operation and development of certain computer science educational programs and ancillary businesses. As such, the rights set forth herein may not be assigned, conveyed, or otherwise transferred to any other public or private person or entity. No assignment, conveyance, or transfer may occur without the prior written consent of Grantor in each instance, which approval may be withheld in Grantor's sole and absolute discretion. Any assignment that is not permitted by this Agreement is and shall be null and void for all purposes.

ARTICLE 6
CLOSING

6.1. Closing Obligations of Grantee. The obligations of Grantee under this Agreement, including Grantee's obligation to close, shall be subject only to the terms and conditions set forth in the Transfer Notice (or the Modification Notice, if applicable).

6.2. Escrow Holder. Prior to Closing, an escrow shall be opened with a title company selected by Grantor ("**Escrow Holder**") and Grantee shall deposit any earnest money required by Transfer Notice into the escrow. Grantor shall deposit with the Escrow Holder a duly executed and acknowledged special warranty deed, together with instructions to deliver and record the special warranty deed when Escrow Holder is able to pay the balance of the purchase price specified in the Notice of Acceptance or the Modification Notice. Grantee shall deposit with the Escrow Holder the purchase price with instructions to disburse the purchase price to Grantor upon recordation of the special warranty deed and issuance of a policy of title insurance issued in accordance with Section 3.5 hereof.

6.3. Closing Date. "**Closing**" shall occur within the period specified in the Transfer Notice.

6.4. Possession. Grantor shall deliver possession of the Subject Properties to Grantee at Closing.

6.5. Costs. Unless otherwise set forth herein, all costs and expenses of a standard owner's title insurance policy, in the insured amount not to exceed the purchase price, and recording fees shall be paid by Grantee. Additionally, Grantee shall pay for all title insurance premiums that exceed the cost for a standard policy, including the cost of extended coverage and

any endorsements and the cost for any appraisals of the Subject Properties. Grantee shall pay the Escrow Holder's customary charges for document drafting, recording and miscellaneous charges.

ARTICLE 7
DEFAULT AND REMEDIES

7.1. Remedies upon Default. In the event a party is in default under this Agreement and such default continues for more than three (3) days after the defaulting party has delivered written notice of default, the non-defaulting party shall be entitled to specific performance of this Agreement, and to any other remedy available in law or equity.

7.2. Attorneys' Fees and Costs. In the event any action is filed to enforce the terms of this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in any such action.

7.3. Governing Law, Jurisdiction, and Venue. Idaho law shall govern this Agreement. The state and federal courts of Idaho have jurisdiction, and venue for mediation, litigation, and all other proceedings shall be located in Kootenai County, Idaho.

ARTICLE 8
GENERAL PROVISIONS

8.1 Notices. All notices and other communications ("**Notices**") shall be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with confirmation of the transmittal of the fax and a copy of the fax deposited on the same day in the United States Mail, with the date of notice being the date of the fax, or (iv) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices shall be addressed to the following addresses or such other address, as one party shall provide the other parties:

If to Grantee: City Center Plaza Office, LLC
Attention: Christian Gardner
90 South 400 West, Suite 360
Salt Lake City, UT 84101

With copy to:

KC Gardner Company, L.C.
Attention: General Counsel
101 S. Capitol Boulevard, Suite 1200
Boise, ID 83702

If to Grantor: Boise State University
Real Estate Services
1910 University Drive
Boise, ID 83725

With copy to:

Boise State University
Office of General Counsel
1910 University Drive
Boise, ID 83725

8.2 Recordation. A memorandum of this Agreement shall be recorded in the official records of Ada County, Idaho, in the form attached hereto as Exhibit B.

8.3 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

8.4 Entire Agreement. This Agreement, together with the Lease constitutes the entire, completely integrated agreement among the parties and supersedes all prior memoranda, correspondence, conversations, and negotiations.

8.5 Successors. The benefits and burdens of this Agreement shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

8.6 Counterparts and Fax Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Telecopied and facsimile signatures shall be effective for purposes of executing and delivering this Agreement.

8.7 Termination. This Agreement shall terminate upon (i) the occurrence of an Excluded Conveyance, (ii) Grantee's failure to deliver a Notice of Acceptance, or (iii) Grantee's waiver of the rights under this Agreement ("Termination Event"). Upon a Termination Event, Grantee shall deliver a termination notice in recordable form that evidences the termination of this Agreement and the recorded memorandum.

[Signatures Appear on Following Page]

SIGNATURES

CITY CENTER PLAZA OFFICE, LLC, an Idaho limited Liability company, by its Manager

Date: _____

KC Gardner Company, L.C., a Utah limited liability company,

By:_____
Name: _____
Title: Manager

Date: _____

IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By: _____
Name: _____
Title: _____

Consented to

CLEARWATER PROEPRTY HOLDINGS, LLC, a Delaware limited liability company

Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
FORM OF MEMORANDUM

Recording Requested By and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF RIGHT OF FIRST REFSUAL AGREEMENT

THIS MEMORANDUM OF RIGHT OF FIRST REFSUAL AGREEMENT ("**Memorandum**") is made as of the ____ day of _____, by and between by City Center Plaza Office, LLC, ("**Grantor**"), and the State of Idaho by and through Idaho State Board of Education by and through Boise State University ("**Grantee**").

1. Grantor and Grantee have previously entered into that certain Right of First Refusal Agreement. This Memorandum summarizes the Right of First Refusal Agreement pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Memorandum.

2. Grantor has granted the Grantee the right of first refusal to purchase the real property described in Exhibit "A" (the "**Property**"). The grant of the rights under the Right of First Refusal Agreement are made subject to and subordinate to certain other rights of offer or refusal granted to third parties.

3. The terms, conditions and provisions of the Right of First Refusal Agreement relating to the purchase of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto for the duration of the Right of First Refusal Agreement .

4. In the event of any conflict between the Right of First Refusal Agreement and this Memorandum, the Right of First Refusal Agreement shall control.

5. Capitalized terms set forth in this Memorandum shall have the same meanings ascribed for such capitalized terms in the Right of First Refusal Agreement.

CITY CENTER PLAZA OFFICE, LLC, an Idaho
limited Liability company, by its Manager

Date: _____

KC Gardner Company, L.C., a Utah limited liability company,

By:_____
Name: _____
Title: Manager

Date: _____

IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By: _____
Name: _____
Title: _____

Consented to

CLEARWATER PROPERTY HOLDINGS, LLC, a Delaware limited liability company

Date: _____

By: _____
Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of _____)

On this ___ day of _____, 2014, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of _____, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ___ day of _____, 2013 before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of _____, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this ___ day of _____, 2013 before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ of _____, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY TO MEMORANDUM

ANNEX A

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") is made and entered into as of this [____] day of [_____], 20__, by and between 8th STREET PLAZA, LLC, an Idaho limited liability company (the "Landlord"), and STATE OF IDAHO AND IDAHO STATE BOARD OF EDUCATION by and through BOISE STATE UNIVERSITY (the "Tenant").

RECITALS

WHERAS, on [_____], Landlord and Tenant entered into that certain Lease Agreement (the "Lease") pursuant to which Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, the Leased Premises (as defined in the Lease). Capitalized terms used but not defined herein shall have their respective meanings set forth in the Lease.

WHEREAS, in accordance with Section 2.4 of the Lease, Landlord and Tenant agreed to enter into this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agrees as follows:

AGREEMENT

1. Amendment to Section 1.2. Section 1.2 of the Lease is hereby amended to delete the last sentence of Section 1.2. All other references to a Tenant Finish Allowance are hereby deleted from the Lease. Landlord shall not provide Tenant any funds in connection with the completion of the Tenant's Construction Obligations.

2. Amendment to Section 2.2. Section 2.2 of the Lease is hereby amended to provide that no Termination Fee is due from Tenant in the event Tenant delivers a Termination Notice.

3. Amendment to Section 3.1. Section 3.1 of the Lease is hereby deleted in its entirety and replaced with the following:

> 3.1 Basic Annual Rent. Tenant agrees to pay to Landlord as basic annual rent (the "Basic Annual Rent") at such place as Landlord may designate, without prior demand therefore and without any deduction or set off whatsoever, in the amount of Six Hundred Two Thousand Four Hundred Twenty-Six Dollars ($602,426.25), which amount is based on the product of $11.25 per rentable square foot of the Leased Premises. The Basic Annual Rent shall be due and payable in twelve (12) equal monthly installments to be paid in advance on or before the first day of each calendar month during the term of the Lease. Commencing on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter, Basic Annual Rent shall escalate at the beginning of the 2nd year and every year thereafter using a 3% annually compounded rate. Tenant shall pay the first month's Basic Annual Rent on or before the Commencement Date. In the event

the Commencement Date occurs on a day other than the first day of a calendar month, then rent shall be paid on the Commencement Date for the initial fractional calendar month prorated on a per-diem basis (based upon a thirty (30) day month).

4. Amendment to Section 4.1(c)(i). Section 4.1(c)(i) of the Lease is hereby deleted in its entirety and replace with the following:

(i) All expenses allocable to the Leased Premises under any of the Condominium Documents for its share, as one or more Units, or sub-Units, of taxes (if any), insurance, maintenance and operation of any common area so designated or defined thereunder, the allocated interest of such Units or sub-Units, of which the Leased Premises are a part, are anticipated to be as follows, but subject to adjustment upon recording of the final Condominium Documents: (Clearwater Building Condominiums: _____%; Centre Building Condominiums: _____%; Multimodal Center Condominiums: _____%: US Bank Plaza Condominiums: ____%).

5. Amendment to Section 4.1(h). Section 4.1(h) of the Lease is hereby deleted in its entirety and replace with the following:

(h) "Tenant's Proportionate Share" shall mean the percentage derived from the fraction, the numerator of which is the gross rentable square footage of the Leased Premises, the denominator of which is the gross rentable square footage of the portions of the Building owned by Landlord; at any time or from time to time, less than eighty-five percent (85%) of the Centre Building or the Clearwater Building is occupied by tenants who are paying rent during a calendar year or fiscal year, the denominator, for purposes of calculating Tenant's Proportionate Share, shall be the square footage of the Centre Building or the Clearwater Building actually being leased by tenants who are in occupancy and paying rent. Initially, for the improvements owned by Landlord, the Tenant's Proportionate Share for the Leased Premises shall be 100% (Premises: 53,549 square feet of Gross Rentable Area/Landlord's Units 53,549 square feet of Rentable Area). It is anticipated that Tenant's Proportionate Share, based upon the interests in the Common Areas allocated to the Units comprising the Leased Premises, will be as follows, subject to adjustment upon recording of the final Condominium Documents: (Clearwater Building Condominiums: _____%; Centre Building Condominiums: _____%; Multimodal Center Condominiums: _____%: US Bank Plaza Condominiums: ____%).

6. Amendment to Section 22.20. Section 22.20 is hereby amended to provide that the purchase price for the Leased Premises in the event Tenant purchases the Leased Premises pursuant to Section 22.20, shall be $6,422,667.

7. Amendment to Section 22.21. Section 22.21 is hereby amended to replace the purchase price table with the following:

Lease Year Ending	Purchase Price	Comments
0	$6,422,667	Initial purchase prior to any lease payments
1	$6,384,240	No prepayment penalty if purchased before expiration of the construction financing.
2	$6,222,662	No pre payment penalty if purchased before the expiration of the construction financing.
3	$6,029,140	Plus any pre payment penalties imposed by lender
4	$5,840,390	Plus any pre payment penalties imposed by lender
5	$5,636,651	Plus any pre payment penalties imposed by lender
6	$5,436,368	Plus any pre payment penalties imposed by lender
7	$5,219,770	Plus any pre payment penalties imposed by lender
8	$4,984,761	Plus any pre payment penalties imposed by lender
9	$4,729,776	Plus any pre payment penalties imposed by lender
10	$4,453,117	Plus any prepayment penalties imposed by lender
11	$4,152,943	Plus any prepayment penalties imposed by lender
12	$3,827,254	No Pre Payment penalty if Purchased at first refinance period
13	$3,473,881	Plus any pre payment penalties imposed by lender
14	$3,090,471	Plus any pre payment penalties imposed by lender
15	$2,674,472	Plus any pre payment penalties imposed by lender
16	$2,223,112	Plus any pre payment penalties imposed by lender
17	$1,733,388	Plus any pre payment penalties imposed by lender
18	$1,202,036	Plus any pre payment penalties imposed by lender
19	$625,520	Plus any pre payment penalties imposed by lender
20	$1	No prepayment penalty

8. Amendment to Exhibit "C". Exhibit "C" is hereby amended to delete in its entirety Section D, which section references payment of a Tenant Finish Allowance.

9. Any and all other terms and provisions of the Lease are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to

conform to the amendments set forth in the preceding paragraph. Except as expressly modified and amended hereby, all other terms and conditions of the Lease shall continue in full force and effect.

10. This Amendment contains the entire understanding of Tenant and Landlord and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

11. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

12. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

13. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have entered into this Amendment as of the date first set forth above.

LANDLORD: CITY CENTER PLAZA EDUCATION, LLC, an Idaho limited liability company, by its Manager

KC Gardner Company, L.C., a Utah limited liability company

By:_____
Name: _____
Title: Manager

TENANT: IDAHO STATE BOARD OF EDUCATION BY AND THROUGH BOISE STATE UNIVERSITY, a governmental subdivision of the State of Idaho and a body corporate with all the powers of a public or quasi-public corporation

By:_____

Name: _____

Its: _____

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IDAHO STATE UNIVERSITY FOUNDATION

SUBJECT

Annual Report of the Bengal Pharmacy LLC

REFERENCE

April 2013	The Idaho State Board of Education approved the ISU Foundation's plan to establish and operate a limited liability company.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In February of 2013, the Idaho State University Foundation received approval from the Board for its plan to establish and operate a limited liability company in which the ISU Foundation would be the sole member. The purpose of Bengal Pharmacy LLC is to expand the research, educational and experiential learning benefits to the faculty and staff of the College of Pharmacy (COP) as well as to offer innovative pharmacy services to University students, employees and the community. A primary focus has been the delivery of medication services to underserved populations. Bengal Pharmacy LLC has functioned as a filling agent for prescriptions over the past year and is expanding to include a tele-pharmacy branch in Arco, Idaho. The start-up capital requested was $400,000, which came from a spendable account maintained by the ISU Foundation for the benefit of the College of Pharmacy. The initial capital outlay from this account has been $160,000.

Due to a delay in obtaining federal 340b certification, the current financial results through March 31, 2014 indicate lower revenues than the projections submitted a year ago. However, conservative spending and management practices have, controlled expenses, thus the first-year net operating loss for the project was ($31,584), not ($153,068) as originally presented. Revenue projections are expected to align with the original proposal now that the 340b program is in place and services are expanding to Arco.

IMPACT

Creation and operation of Bengal Pharmacy LLC is expected to provide a modest financial return to the University's College of Pharmacy and to the ISU Foundation. More importantly, however, it will provide benefits to the University, the College of Pharmacy, its faculty and students, the public, and the ISU Foundation.

ATTACHMENT

Attachment 1 – Bengal Pharmacy Benefits Discussion Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The motion to approve the creation and operation of the Bengal Pharmacy LLC included a directive to report progress to the Board after the first year of operation. The Idaho State University Foundation will provide an update to the Board on the first year results of Bengal Pharmacy LLC. The referenced Attachment was included as part of the original agenda materials at the April 2013 meeting.

BOARD ACTION

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

Benefits of Bengal Pharmacy LLC

Bengal Pharmacy would afford a variety of benefits to the ISU, the College of Pharmacy, its faculty and students, the public, and the ISU Foundation.

Benefits to the College of Pharmacy and its Faculty and Staff: The Bengal Pharmacy would provide financial, educational, and experiential learning benefits to the faculty and staff of the College of Pharmacy (COP). A number of faculty will members will be reimbursed for their time in managing and guiding the pharmacy. This effort will be in addition to their regular teaching and research obligations and the amounts they are paid will be an initial step in bringing their salaries to a competitive level while not increasing state appropriation needs. This effort will also provide an educational service as faculty members seek effective mechanisms by which the pharmacy can provide remote services to rural communities that are both permissible under applicable licensing restrictions and efficient and effective from a business and customer service perspective. Indeed this work could establish a model for other public or private entities to provide innovative pharmaceutical services and care to patients in rural areas. Professors from ISU's College of Pharmacy would also be assigned to the pharmacy to satisfy their clinical affiliation obligations. In addition, the College of Pharmacy will benefit from the income that is derived from the operation of the Bengal Pharmacy, enhancing its abilities to fund research, scholarships, salaries, and other valuable programs.

Benefits to College of Pharmacy Students: In addition, the pharmacy will provide educational, research, and employment opportunities for students at the College of Pharmacy. It will offer "hands-on" educational opportunities that allow pharmacy students and residents to actively engage in a unique pharmacy practice incorporating telepharmacy, traditional pharmacy, a heavy emphasis on special population pharmacy services, and greater exposure to research opportunities. The proposed pharmacy would employ at least one pharmacist and as many student interns and residents from ISU's pharmacy and residency programs as possible. Indeed, pharmacy and other health care students are required to serve internships as part of their academic requirements. It is getting increasingly harder to find hospitals and pharmacies to place our students in because the providers are demanding that ISU (or the State of Idaho) indemnify them for any mistakes the students might make while working in their facility, even though the students are supervised by the facilities' own staffs. This entity, like the various other clinics currently operated by ISU, would provide an additional vehicle for these internships. By working at the pharmacy, students will develop skills and abilities that are becoming increasingly more important in the current healthcare environment. Partnering with Health West will allow both faculty and students to make valuable and important contacts in the health care industry and to learn to work collaboratively with an industry partner in enhancing patient care. We believe that this collaboration will also be beneficial in building additional industry partnerships and creating additional research opportunities. Indeed, we see a potential for students from

other ISU colleges to participate in research and/or consulting opportunities by advising the pharmacy on strategic initiatives and issues.

Benefits to the ISU Community: Other ISU students and ISU's faculty and staff will also benefit from the establishment of the Bengal Pharmacy through more comprehensive pharmacy services, expanded hours, and delivery services.

Benefits to the Community: The Bengal Pharmacy will operate as a "filling agent" to Health West under the federal 340-B program, a program that allows qualified health care clinics like Health West to purchase drugs at a discount to help them serve underinsured populations. In this capacity, the Bengal Pharmacy will look for ways to provide the pharmacy services in Health West's clinics, including in Pocatello, McCammon, Lava, and Downey. The latter three communities do not currently have pharmacies. The existing pharmacies closest to these communities are in Pocatello. Pocatello is 23 miles from McCammon, 21 miles from Lava, and 39 miles from Downey. If we cannot put remote pharmacies in these sites, we will use tele-pharmacy to the extent possible. Thus, the pharmacy will benefit the citizens of Southeast Idaho and potentially the entire State as remote pharmacy services are offered to communities who currently have little or no local pharmacy service available to them. It will also enhance the access and affordability of medications for those patients who need them.

Benefits to the ISU Foundation: In addition, the ISU Foundation will benefit from the income that is derived from the operation of the Bengal Pharmacy, enhancing its abilities to fund scholarships and other valuable programs.

Competition:

Currently, ISU operates a number of other healthcare-related clinics, each of which utilizes ISU students in providing services to the public and each of which competes with local providers of these services. These include:

1. ISU Family Medicine, which is offered in partnership with Health West, Inc., and which provides fee-based medical services to the public using professionals from Health West and interns from ISU's residency program;
2. ISU Speech, Language and Hearing Clinic, which provides fee-based speech and language evaluation services, individual and group speech and language therapy sessions, and other communication services, hearing assessment and rehabilitation, including hearing aid evaluation, auditory processing evaluation, audiologic rehabilitation and cochlear implants;
3. ISU Meridian – Speech & Language Clinic (no hearing related services), which provides fee-based speech and language evaluation services, individual and group speech and language therapy sessions, and other communication services;

4. ISU Family Dentistry Clinic and the ISU Dental Hygiene Clinic, which provide fee-based dental services to the public;
5. ISU Psychology Clinic, which provides sliding scale, fee-based adult and child counseling services, learning disability testing, as well as memory and cognitive assessments to the public;
6. ISU Physical and Occupational Therapy Associates, which provides physical and occupational therapy services fee-based to the public;
7. VA Audiology Clinic, which provides hearing evaluation, hearing aid evaluation, auditory processing evaluation, audiologic rehabilitation, cochlear implant and other hearing-related services for those eligible for Veterans Services; and
8. ISU-College of Technology Massage Therapy Clinic, which provides fee-based therapeutic massage services to the public.

The only real difference between the Bengal Pharmacy proposal and the existing clinics is that we are proposing that the pharmacy operate as an LLC under the ISU Foundation. This should not make a difference in terms of the competition policy. The only reason we are proposing to put this under the Foundation is because ISU has difficulty in dealing with profit-making ventures and we would like to operate this pharmacy in a way to maximize education benefits but at the same time return a profit (likely a small one) to the Foundation.

Given that the primary reason for operating the pharmacy is educational and that the competition issues are no greater than those posed by the operation of other healthcare clinics, we believe that this venture does not violate the State Board of Education's policy on competition. Also, given the way insurance contracts work in this area, the Bengal Pharmacy will not be undercutting local pharmacies on price.

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UNIVERSITY OF IDAHO

SUBJECT

Authorization for Issuance of Bonds

REFERENCE

	Integrated Research and Innovation Center
June 16, 2005	Initial Pre-Planning Work Authorized
April 18, 2012	Capital Project Update
December 13, 2012	Capital Project Planning and Design Authorization
April 17, 2014	Project Construction Implementation Authorization
	College of Education Building Renovation
May 15, 2013	Information Item Presented to the Board
June 20, 2013	Planning and Design Phases Authorization, and Resolution for Expenditure of Project Funds and Reimbursement from Future Bond
April 17, 2014	Project Construction Implementation Authorization

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.B.10 and V.F.
Section 33-3804, Idaho Code

BACKGROUND/DISCUSSION

Overview of proposed bonds

The University proposes issuing bonds as follows:
The Series 2014 General Revenue Bonds are being issued to (i) finance the construction of a research center to be referred to as the Integrated Research and Innovation Center (IRIC), (ii) finance the renovation of the College of Education Building and other improvements at the University, in the total aggregate principal amount of $52 million to include costs of issuance associated with the Series 2014 Bonds.

2014 Supplemental Resolution

The 2014 Supplemental Resolution (Attachment 4) authorizes issuance of the Series 2014 Bonds for the purposes outlined above.

Rate, Maturities Security and Ratings

- Interest rates will be determined at pricing, however, the bond market is currently in a very favorable position for these issuances.
- The 2014 bond series will be A fixed rate to maturity. Specific maturities are as follows:

  Series 2014 Maturity: April 1, 2045

- All bond series will be issued as part of the General Revenue Bond System and secured by pledged revenues to include student fees, sales and service revenues from auxiliary enterprises and educational activities, revenues received for facility and administrative cost recovery in conjunction with grants and contracts, various miscellaneous revenues, and certain investment income.
- Moody's Investors Service and Standard & Poor's ratings will be provided at the Board meeting.

Projects to be Financed

Integrated Research and Innovation Center (IRIC)

This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The facility will be designed to foster interdisciplinary research collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time. Approximately 70,800 gross square feet.

College of Education Building

A Capital Project which provides for asbestos remediation and whole building renovation, improvements and restoration. See Attachment 9 for full details of projects.

IMPACT

The proposed project(s) to be financed are necessary for the proper operation of the institution and economically feasible. The University now has the opportunity to lock in today's low rates. The current interest rate market suggests the University could acquire an effective true interest cost (TIC) of approximately 4.14%.

The University's ten year debt projections (Attachment 1) show the projected debt service needs and the projected debt service sources with respect to the proposed bonds.

ATTACHMENTS

Attachment 1 – Ten Year Debt Projection Page 5
Attachment 2 – Ten Year Debt Projection Series 2014 Breakout Page 6
Attachment 3 – Preliminary Official Statement (Draft) Page 7
Attachment 4 – Supplemental Resolution Page 79
Attachment 5 – Bond Purchase Agreement Page 109
Attachment 6 – Continuing Disclosure Agreement 2014 Page 125
Attachment 7 – Opinions of Bond Counsel Page 135
Attachment 8 – Rating Agency Reports Page 143
Attachment 9 – Capital Projects details Page 147

STAFF COMMENTS AND RECOMMENDATIONS

Board approval of this bond issuance would bring UI's total projected annual debt service to approximately $15.3M in FY 2017 (and decreasing thereafter) while funds available for debt service are estimated at $20.86M (and increasing thereafter). Board policy V.F. establishes a limit for overall debt using a debt burden ratio which measures an institution's dependence on debt as a fund source for financing its operations and the relative cost of debt to an institution's total expenditures. The limit for this ratio (actual debt service over annual adjusted expenses) is to be no greater than 8.0%. UI's current debt service as a percent of operating budget is 3.45%. This bond issuance would increase that ratio to 4.08% in the first year, but drop back down into the 3% range thereafter assuming no additional debt issued.

UI's debt projection revenue assumptions include:

1. $12 million is financed for 30 years at 5.0% interest rate following a mortgage style amortization
2. No growth in the Student Facility Fee
3. Annual operating budget assumes 2.00% growth through 2024
4. Operating budget does not include student loans, but does include gross bond interest prior to impact of U.S. subsidy payment on Build America Bonds
5. Student enrollment remains level throughout projections
6. U.S. Subsidy payments are reduced for FY 2014 according to actual amounts received, and U.S. Subsidy payments are reduced from FY 2015 through 2024 by 7.2%, which reflects the current federal sequestration payment reduction

Staff does not make a recommendation pending rating agency updates and interests rates to be determined the day of pricing.

The IRIC building will be eligible for occupancy costs, so Legislative Services Office and the Division of Financial Management should be so notified pursuant to Board policy V.B.10.

BOARD ACTION

I move to approve the request by the University of Idaho for a Supplemental Resolution for issuance of the Series 2014 bonds and to approve the projects financed thereby as necessary for the proper operation of the University of Idaho and economically feasible, the title of which is as follows:

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho authorizing the issuance and sale of General Revenue Bonds, Series 2014, in the principal amount of up to $52,000,000 (the "Series 2014 Bonds"), authorizing the execution and delivery of a Bond Purchase Agreement, Continuing Disclosure Agreement, Preliminary Official Statement, Final Official Statement and other documents, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2014 Bonds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

(Roll Call Vote Required)

University of Idaho
10 Year Debt Projection
May 16, 2014

		Cost	Est Debt Financed	Terms	FY2014 Est Current Yr	FY2015 Est Year 1	FY2016 Est Year 2	FY2017 Est Year 3	FY2018 Est Year 4	FY2019 Est Year 5	FY2020 Est Year 6	FY2021 Est Year 7	FY2022 Est Year 8	FY2023 Est Year 9	FY2024 Est Year 10
1	**Potential Projects**														
2	**Research / Classroom Building - 80k SF - FY 2017**	$24,000,000	$12,000,000	(Note 1)	$ -	$ -	$ -	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000
3	**Projected New Debt Financing**	$24,000,000	$12,000,000		$ -	$ -	$ -	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000	$ 781,000
4	**Beginning Facilities Fee Reserve**				$ 400,000	$ 2,004,622	$ 3,911,427	$ 5,002,830	$ 5,555,123	$ 6,149,513	$ 6,706,161	$ 8,281,424	$ 9,900,057	$ 12,362,777	$ 14,715,103
5	**Operating Transfers for Debt Service**				7,102,273	9,650,461	9,573,650	8,380,750	8,405,750	8,405,750	8,585,650	8,610,650	8,610,650	8,610,650	8,610,650
6	**Student Facility Fee (SFF) Revenue**				7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000	7,200,000
7	**U.S. Subsidy Payment for Series 2010C Build America Bonds**				274,063	276,296	276,296	276,296	276,296	276,296	276,296	276,296	276,296	276,296	276,296
9	**Available for Debt Service Payments**				$ 14,976,336	$ 19,131,378	$ 20,961,373	$ 20,859,875	$ 21,437,168	$ 22,031,559	$ 22,768,107	$ 24,368,370	$ 25,987,002	$ 28,449,723	$ 30,802,048
10	**Existing Project Debt Service**				$12,971,714	$ 13,728,764	$ 13,721,762	$ 11,421,972	$ 11,405,824	$ 11,440,267	$ 10,599,152	$ 10,589,282	$ 9,743,994	$ 9,849,889	$ 9,840,689
11	**Series 2014 Bonds**				-	1,491,188	2,236,781	3,101,781	3,100,831	3,104,131	3,106,531	3,098,031	3,099,231	3,103,731	3,105,481
12	**New Projected Debt Service (FY15-FY24)**				-	-	-	781,000	781,000	781,000	781,000	781,000	781,000	781,000	781,000
13	**Total Projected Debt Service**				$ 12,971,714	$ 15,219,952	$ 15,958,543	$ 15,304,753	$ 15,287,655	$ 15,325,398	$ 14,486,683	$ 14,468,313	$ 13,624,225	$ 13,734,620	$ 13,727,170
14	**Net Annual Change - Revenue Resources Less Projected Debt Service**				$ 2,004,622	$ 3,911,427	$ 5,002,830	$ 5,555,123	$ 6,149,513	$ 6,706,161	$ 8,281,424	$ 9,900,057	$ 12,362,777	$ 14,715,103	$ 17,074,878
15	**Operating Budget**				$376,185,384	$383,709,092	$391,383,274	$399,210,939	$407,195,158	$415,339,061	$423,645,842	$432,118,759	$440,761,134	$449,576,357	$ 458,567,884
16	**Debt Service as % of Operating Budget**				3.45%	3.97%	4.08%	3.83%	3.75%	3.69%	3.42%	3.35%	3.09%	3.06%	2.99%

Notes and Assumptions:

17 **1. For Projected New Debt Financing, the projections assume $12 million is financed for 30 years at 5.0% interest rate following a mortgage style amortization.**
18 **2. Assumes no growth in the Student Facility Fee.**
19 **3. Annual operating budget assumes 2.00% growth through 2024.**
20 **4. Operating budget does not include student loans, but does include gross bond interest prior to impact of U.S. subsidy payment on Build Amercia Bonds.**
21 **5. Student enrollment remains level throughout projections.**
22 **6. U.S. Subsidy payments are reduced for FY 2014 according to actual amounts received. U.S. Subsidy payments are reduced from FY 2015 through 2024 by 7.2%, which reflects the current federal sequestration payment reduction.**

THE REGENTS OF THE UNIVERSITY OF IDAHO
(University of Idaho)
Series 2014

ATTACHMENT 2
Series 2014 Bonds at TIC of 4.14%

SUMMARY DEBT PROJECTIONS

	Outstanding Bonds					Series 2014			Total		
Fiscal Year	Principal	Interest	US Subsidy	Net Interest	Net Annual Debt Service	Principal	Interest	Debt Service	Principal	Net Interest	Net Annual Debt Service
4/1/2014	5,325,000.00	7,646,713.98	(274,062.67)	7,372,651.31	12,697,651.31	-	-	-	5,325,000.00	7,372,651.31	12,697,651.31
4/1/2015	6,195,000.00	7,533,764.00	(276,295.67)	7,257,468.33	13,452,468.33	-	1,491,187.50	1,491,187.50	6,195,000.00	8,748,655.83	14,943,655.83
4/1/2016	6,460,000.00	7,261,761.50	(276,295.67)	6,985,465.83	13,445,465.83	-	2,236,781.26	2,236,781.26	6,460,000.00	9,222,247.09	15,682,247.09
4/1/2017	4,445,000.00	6,976,971.50	(276,295.67)	6,700,675.83	11,145,675.83	865,000.00	2,236,781.26	3,101,781.26	5,310,000.00	8,937,457.09	14,247,457.09
4/1/2018	4,620,000.00	6,785,824.00	(276,295.67)	6,509,528.33	11,129,528.33	890,000.00	2,210,831.26	3,100,831.26	5,510,000.00	8,720,359.59	14,230,359.59
4/1/2019	4,835,000.00	6,605,266.50	(276,295.67)	6,328,970.83	11,163,970.83	920,000.00	2,184,131.26	3,104,131.26	5,755,000.00	8,513,102.09	14,268,102.09
4/1/2020	4,205,000.00	6,394,151.50	(276,295.67)	6,117,855.83	10,322,855.83	950,000.00	2,156,531.26	3,106,531.26	5,155,000.00	8,274,387.09	13,429,387.09
4/1/2021	4,400,000.00	6,189,281.50	(276,295.67)	5,912,985.83	10,312,985.83	970,000.00	2,128,031.26	3,098,031.26	5,370,000.00	8,041,017.09	13,411,017.09
4/1/2022	4,135,000.00	5,608,994.00	(276,295.67)	5,332,698.33	9,467,698.33	1,010,000.00	2,089,231.26	3,099,231.26	5,145,000.00	7,421,929.59	12,566,929.59
4/1/2023	4,410,000.00	5,439,889.00	(276,295.67)	5,163,593.33	9,573,593.33	1,065,000.00	2,038,731.26	3,103,731.26	5,475,000.00	7,202,324.59	12,677,324.59
4/1/2024	4,590,000.00	5,250,689.00	(276,295.67)	4,974,393.33	9,564,393.33	1,120,000.00	1,985,481.26	3,105,481.26	5,710,000.00	6,959,874.59	12,669,874.59
4/1/2025	4,780,000.00	5,051,134.00	(276,295.67)	4,774,838.33	9,554,838.33	1,170,000.00	1,929,481.26	3,099,481.26	5,950,000.00	6,704,319.59	12,654,319.59
4/1/2026	4,990,000.00	4,842,545.26	(276,295.67)	4,566,249.59	9,556,249.59	1,230,000.00	1,870,981.26	3,100,981.26	6,220,000.00	6,437,230.85	12,657,230.85
4/1/2027	4,985,000.00	4,624,126.50	(276,295.67)	4,347,830.83	9,332,830.83	1,295,000.00	1,809,481.26	3,104,481.26	6,280,000.00	6,157,312.09	12,437,312.09
4/1/2028	5,205,000.00	4,399,224.00	(276,295.67)	4,122,928.33	9,327,928.33	1,360,000.00	1,744,731.26	3,104,731.26	6,565,000.00	5,867,659.59	12,432,659.59
4/1/2029	5,440,000.00	4,163,799.00	(276,295.67)	3,887,503.33	9,327,503.33	1,420,000.00	1,676,731.26	3,096,731.26	6,860,000.00	5,564,234.59	12,424,234.59
4/1/2030	5,680,000.00	3,922,370.26	(276,295.67)	3,646,074.59	9,326,074.59	1,500,000.00	1,605,731.26	3,105,731.26	7,180,000.00	5,251,805.85	12,431,805.85
4/1/2031	5,920,000.00	3,669,882.76	(276,295.67)	3,393,587.09	9,313,587.09	1,570,000.00	1,530,731.26	3,100,731.26	7,490,000.00	4,924,318.35	12,414,318.35
4/1/2032	6,200,000.00	3,399,575.26	(276,295.67)	3,123,279.59	9,323,279.59	1,650,000.00	1,452,231.26	3,102,231.26	7,850,000.00	4,575,510.85	12,425,510.85
4/1/2033	6,295,000.00	3,116,464.00	(276,295.67)	2,840,168.33	9,135,168.33	1,730,000.00	1,369,731.26	3,099,731.26	8,025,000.00	4,209,899.59	12,234,899.59
4/1/2034	6,030,000.00	2,813,885.00	(252,941.25)	2,560,943.75	8,590,943.75	1,820,000.00	1,283,231.26	3,103,231.26	7,850,000.00	3,844,175.01	11,694,175.01
4/1/2035	6,320,000.00	2,519,495.00	(227,918.66)	2,291,576.34	8,611,576.34	1,890,000.00	1,210,431.26	3,100,431.26	8,210,000.00	3,502,007.60	11,712,007.60
4/1/2036	6,625,000.00	2,210,711.00	(201,436.41)	2,009,274.59	8,634,274.59	1,965,000.00	1,132,468.76	3,097,468.76	8,590,000.00	3,141,743.35	11,731,743.35
4/1/2037	6,950,000.00	1,886,570.00	(173,181.74)	1,713,388.26	8,663,388.26	2,050,000.00	1,051,412.52	3,101,412.52	9,000,000.00	2,764,800.78	11,764,800.78
4/1/2038	7,285,000.00	1,546,076.00	(143,050.36)	1,403,025.64	8,688,025.64	2,135,000.00	966,850.02	3,101,850.02	9,420,000.00	2,369,875.66	11,789,875.66
4/1/2039	7,640,000.00	1,187,345.00	(110,649.62)	1,076,695.38	8,716,695.38	2,225,000.00	878,781.26	3,103,781.26	9,865,000.00	1,955,476.64	11,820,476.64
4/1/2040	8,005,000.00	810,619.00	(76,131.17)	734,487.83	8,739,487.83	2,310,000.00	787,000.00	3,097,000.00	10,315,000.00	1,521,487.83	11,836,487.83
4/1/2041	8,395,000.00	415,549.00	(39,600.92)	375,948.08	8,770,948.08	2,430,000.00	671,500.00	3,101,500.00	10,825,000.00	1,047,448.08	11,872,448.08
4/1/2042	-	-	-	-	-	2,550,000.00	550,000.00	3,100,000.00	2,550,000.00	550,000.00	3,100,000.00
4/1/2043	-	-	-	-	-	2,680,000.00	422,500.00	3,102,500.00	2,680,000.00	422,500.00	3,102,500.00
4/1/2044	-	-	-	-	-	2,815,000.00	288,500.00	3,103,500.00	2,815,000.00	288,500.00	3,103,500.00
4/1/2045	-	-	-	-	-	2,955,000.00	147,750.00	3,102,750.00	2,955,000.00	147,750.00	3,102,750.00
	160,365,000.00	122,272,677.52	(6,748,590.47)	115,524,087.05	275,889,087.05	48,540,000.00	45,137,975.26	93,677,975.26	208,905,000.00	160,662,062.31	369,567,062.31

PRELIMINARY OFFICIAL STATEMENT DATED JUNE __, 2014

THIS PRELIMINARY OFFICIAL STATEMENT AND THE INFORMATION CONTAINED HEREIN ARE SUBJECT TO COMPLETION AND AMENDMENT. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

NEW ISSUE – BOOK ENTRY ONLY

RATINGS: S&P: " "
Moody's: " "
See "RATINGS" herein.

*In the opinion of Skinner Fawcett LLP, Boise, Idaho and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel to the Regents of the University of Idaho (the "**Regents**"), interest on the Series 2014 Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series 2014 Bonds is not a preference item for purposes of either individual or corporate federal alternative minimum tax; however, interest paid to corporate holders of the Series 2014 Bonds may be indirectly subject to alternative minimum tax under certain circumstance. See "TAX MATTERS" herein.*

[LOGO]

$_____*

THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds
Series 2014

Dated: Date of Delivery as described herein

Due: April 1, as shown on the inside cover page

Denominations: $5,000 and integral multiples thereof as described herein.

Registration/Book-Entry: The Regents of the University of Idaho General Revenue Bonds, Series 2014 (the "**Series 2014 Bonds**") are issued as fully registered bonds and, when delivered, will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the Series 2014 Bonds. Beneficial Owners of the Series 2014 Bonds will not receive physical bonds, but will receive a credit balance on the books of the nominees of such purchasers.

Interest Rates With Respect to the Series 2014 Bonds: The Series 2014 Bonds will bear interest at the fixed rates and mature, subject to prior redemption, as shown on the inside cover page of this Official Statement. The interest on the Series 2014 Bonds will be payable on each April 1 and October 1, commencing April 1, 2015. Interest on the Series 2014 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Payment: Principal, premium, if any, and interest due with respect to the Series 2014 Bonds will be payable by Wells Fargo Bank, N.A., as Trustee (the "**Trustee**"), to DTC, which will, in turn, remit such principal, premium, if any, and interest due with respect to the Series 2014 Bonds.

MATURITY SCHEDULE ON INSIDE COVER

Redemption: The Series 2014 Bonds are subject to optional redemption prior to their respective maturities under certain circumstances as described herein. The Series 2014 Bonds are also subject to mandatory sinking fund redemption prior to maturity as described herein.

63406.41\689531.05

Authority: Article IX, Section 10 of the Constitution of the State of Idaho confirmed the Regents as the governing body for the University of Idaho (the "**University**"). Under Idaho law, the Regents are a body politic and corporate of the State of Idaho. The Series 2014 Bonds are being issued as "Additional Bonds" pursuant to a Resolution adopted by the Regents on November 22, 1991, providing for the issuance of revenue bonds (the "**Original Resolution**"). The Original Resolution provided for the issuance of an initial series of facility revenue bonds and authorized the issuance of additional series of revenue bonds pursuant to Supplemental Resolutions, if certain conditions are met. The Series 2014 Bonds are being issued under a supplemental resolution (the "**2014 Supplemental Resolution**") adopted by the Regents on June 19, 2014. The Original Resolution, as previously restated, amended and supplemented, and as amended and supplemented by the 2014 Supplemental Resolution, is referred to herein as the "**Resolution**." The revenue bonds issued pursuant to the Resolution, including the Series 2014 Bonds, are referred to herein as the "**Bonds**."

Purposes: The Series 2014 Bonds are being issued to (i) finance the construction and equipping of a research center to be referred to as the Integrated Research and Innovation Center, (ii) finance the renovation of the College of Education Building and other improvements at the University and (iii) pay costs of issuance associated with the Series 2014 Bonds.

Security: The Series 2014 Bonds are being issued as part of the General Revenue Bond System created by the Regents in 2005 and are secured by "**Pledged Revenues**" as defined herein. The lien of the Series 2014 Bonds on the Pledged Revenues is on a parity with the lien thereon of Bonds previously issued by the Regents under the Resolution which, following the delivery of the Series 2014 Bonds, are expected to be Outstanding in the aggregate principal amount of $_____.* The Pledged Revenues include tuition and student fees, sales and service revenues from auxiliary enterprises and educational activities, revenues received for facility and administrative cost recovery in conjunction with grants and contracts, various miscellaneous revenues, and certain investment income. **The Series 2014 Bonds are limited obligations of the Regents and do not constitute a debt or liability of the State of Idaho, its Legislature, or any of its political subdivisions or agencies other than the Regents to the extent herein described. The Regents are not authorized to levy or collect any taxes or assessments other than the fees described herein to pay the Series 2014 Bonds. The Regents have no taxing power.**

Legal Matters: The Series 2014 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to prior sale and to the delivery of approving opinions by Skinner Fawcett LLP, Boise, Idaho and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel, and to other conditions. Certain legal matters will be passed upon for the Regents and the University by the University's Counsel, Kent E. Nelson, Esq., Moscow, Idaho; and for the Underwriter by Hogan Lovells US LLP, Denver, Colorado. Piper Jaffray & Co. has acted as a municipal advisor to the Regents in connection with its issuance of the Series 2014 Bonds. It is expected that the Series 2014 Bonds will be available for delivery on or about July __, 2014.

GEORGE K. BAUM & COMPANY

[logo]

Dated: June __, 2014

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES AND PRICES

$_____*

THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds, Series 2014

Maturity Date (April 1)	Principal Amount*	Interest Rate	Price	CUSIP†
	$	%	%	

$_____* ____% Term Bond due April 1, ____; Price: ____% CUSIP: _____†

† The Regents take no responsibility for the accuracy of the CUSIP numbers, which are being provided solely for the convenience of the owners of the Series 2014 Bonds.
* Preliminary, subject to change.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE REGENTS OR BY THE UNDERWRITER TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN AS CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE REGENTS OR BY THE UNDERWRITER. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES 2014 BONDS, NOR SHALL THERE BE ANY SALE OF THE SERIES 2014 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSONS TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE REGENTS, THE UNIVERSITY, DTC, AND CERTAIN OTHER SOURCES THAT ARE BELIEVED TO BE RELIABLE BUT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY, THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE DELIVERY OF THIS OFFICIAL STATEMENT AND ANY SALE MADE HEREUNDER WILL NOT, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE REGENTS OR THE UNIVERSITY SINCE THE DATE HEREOF. ANY STATEMENTS MADE IN THIS OFFICIAL STATEMENT INVOLVING MATTERS OF OPINION OR ESTIMATES, WHETHER OR NOT SO EXPRESSLY STATED, ARE SET FORTH AS SUCH AND NOT AS REPRESENTATIONS OF FACT OR REPRESENTATIONS THAT ESTIMATES WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2014 BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2014 BONDS.

THE UNDERWRITER HAS INCLUDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

THE SERIES 2014 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON A SPECIFIC EXEMPTION CONTAINED IN SUCH ACT, NOR HAVE THEY BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE.

CAUTIONARY STATEMENTS REGARDING PROJECTIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

THIS OFFICIAL STATEMENT, INCLUDING BUT NOT LIMITED TO THE MATERIAL SET FORTH UNDER THE CAPTIONS "PLAN OF FINANCE" AND "PRO FORMA AND HISTORICAL PLEDGED REVENUES," CONTAINS STATEMENTS RELATING TO FUTURE RESULTS THAT ARE "FORWARD-LOOKING STATEMENTS." WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ESTIMATES," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "PLANS," AND SIMILAR EXPRESSIONS IDENTIFY FORWARD-LOOKING STATEMENTS. ANY FORWARD-LOOKING STATEMENT IS SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. INEVITABLY, SOME ASSUMPTIONS USED TO DEVELOP THE FORWARD-LOOKING STATEMENTS WILL NOT BE REALIZED AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. THEREFORE, IT CAN BE EXPECTED THAT THERE WILL BE DIFFERENCES BETWEEN FORWARD-LOOKING STATEMENTS AND ACTUAL RESULTS, AND THOSE DIFFERENCES MAY BE MATERIAL. THE REGENTS DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS CHANGE OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH THESE STATEMENTS ARE BASED OCCUR.

THE REGENTS OF THE UNIVERSITY OF IDAHO

AND

THE STATE BOARD OF EDUCATION

Emma Atchley – President
Roderic W. Lewis – Vice President
Don Soltman – Secretary
Bill Goesling
Tom Luna
Milford Terrell
Richard Westerberg

UNIVERSITY OFFICIALS

Chuck Staben – President
Katherine G. Aiken – Interim Provost and Executive Vice President
Ronald Smith – Vice President for Finance and Administration and Bursar
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OFFICIAL STATEMENT

$_____*
THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds
Series 2014

INTRODUCTION

This Official Statement, which includes the front cover page, inside cover page, and the Appendices hereto, provides certain information in connection with the offer and sale by the Regents of the University of Idaho (the "**Regents**") of their General Revenue Bonds, Series 2014 (the "**Series 2014 Bonds**").

The Series 2014 Bonds are being issued pursuant to the supplemental resolution (the "**2014 Supplemental Resolution**") adopted by the Regents on June 19, 2014. The Series 2014 Bonds are being issued as "Additional Bonds" under a bond resolution adopted November 22, 1991 (the "**Original Resolution**"). The Original Resolution, together with the 2014 Supplemental Resolution and previous supplemental resolutions amending, supplementing and restating the Original Resolution and authorizing the issuance of Additional Bonds, are referred to collectively herein as the "**Resolution**," and the Series 2014 Bonds together with all other bonds heretofore or hereafter issued under the Resolution are referred to collectively herein as the "**Bonds**." See "THE SERIES 2014 BONDS." Capitalized terms not otherwise defined shall have the meaning assigned in the Resolution.

*This introduction is not a summary of this Official Statement. It is only a summary description of and guide to, and is qualified by, more complete and detailed information contained in, the entire Official Statement, including the cover page, inside cover page, and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2014 Bonds to potential investors is made only by means of the entire Official Statement. See **Appendix C** for definitions of certain words and terms used herein. See **Appendix D** for a summary of the Resolution.*

The Regents and the University of Idaho

A comprehensive land-grant institution, the University of Idaho (the "**University**") is the State of Idaho's (the "**State**") oldest institution of higher learning. Its main campus is located in Moscow, Idaho. With an enrollment of approximately 12,000 full and part–time students, the University has been charged with primary responsibility in the State for advanced research and graduate education. The University was established in Moscow in 1889 by the Territorial Legislature, and provisions of the University's Charter as a territorial university are incorporated into the Idaho State Constitution. Policy direction of the University is vested in the Regents of the University of Idaho (the "**Regents**"), whose members also serve as the Idaho State Board of Education (the "**SBOE**"). See "THE UNIVERSITY," "HISTORICAL PLEDGED REVENUES," "FINANCIAL OPERATIONS OF THE UNIVERSITY" and the audited financial statements of the University in **Appendix A** for financial and other information as to the University and the Regents.

* Preliminary, subject to change.

Certain references herein to the "Regents" shall be deemed to refer to the University or other appropriate authority pursuant to the Act and other applicable laws, as appropriate.

Authority for Issuance

The Regents are authorized by the Educational Institutions Act of 1935, constituting Section 33-3801, et seq. of the Idaho Code, as amended (the "**Act**"), to issue bonds for "projects" (as defined in the Act). The Series 2014 Bonds are being issued pursuant to such statutory authorization and pursuant to the Resolution.

Purpose of the Series 2014 Bonds

The Series 2014 Bonds are being issued to provide funds to (i) finance the construction and equipping of a research center to be referred to as the Integrated Research and Innovation Center (the "**IRIC**"), (ii) finance the renovation of the College of Education Building and other improvements at the University as further described herein (collectively (i) and (ii), the "**Series 2014 Projects**"), and (iii) pay costs of issuance associated with the Series 2014 Bonds. See "PLAN OF FINANCE – Series 2014 Projects." See also "SECURITY FOR THE SERIES 2014 BONDS – No Debt Service Reserve Fund."

Terms of the Series 2014 Bonds

Denominations

The Series 2014 Bonds are issuable only as fully registered bonds without coupons in denominations of $5,000, and any integral multiples thereof. See "THE SERIES 2014 BONDS – Generally."

Interest Rates and Payments

The Series 2014 Bonds are dated their date of delivery and bear interest at the rates shown on the inside cover page of this Official Statement, payable semiannually on April 1 and October 1 of each year, commencing April 1, 2015. Interest on the Series 2014 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Principal on the Series 2014 Bonds is payable on the dates and in the amounts shown on the inside front cover of this Official Statement, subject to prior redemption. See "THE SERIES 2014 BONDS – Generally."

Redemption

The Series 2014 Bonds are subject to optional redemption prior to their respective maturities under certain circumstances as described in "THE SERIES 2014 BONDS – Redemption Prior to Maturity – Optional Redemption." The Series 2014 Bonds are also subject to mandatory sinking fund redemption prior to maturity as described in "THE SERIES 2014 BONDS – Redemption Prior to Maturity – Mandatory Sinking Fund Redemption."

Book-Entry System

The Depository Trust Company, New York, New York ("**DTC**") is acting as securities depository for the Series 2014 Bonds through its nominee, Cede & Co., to which principal and interest payments on

the Series 2014 Bonds are to be made. One or more fully registered bonds in denominations in the aggregate equal to the principal amount per maturity of the Series 2014 Bonds will be registered in the name of Cede & Co. Individual purchases will be made in book-entry form only and purchasers of the Series 2014 Bonds will not receive physical delivery of bond certificates, all as more fully described herein. Upon receipt of payments of principal and interest, DTC is to remit such payments to the DTC Participants for subsequent disbursement to the Beneficial Owners of the Series 2014 Bonds. For a more complete description of the Book-Entry System, see "THE SERIES 2014 BONDS – Generally."

For a more complete description of the Series 2014 Bonds and the Resolution pursuant to which such Series 2014 Bonds are being issued, see "THE SERIES 2014 BONDS" and "Appendix D – SUMMARY OF THE RESOLUTION" hereto.

Payment and Security for the Series 2014 Bonds

In connection with the issuance of their General Revenue Refunding Bonds, Series 2005A, the Regents began the process of creating a single bond system (the "**General Revenue Bond System**") by combining the revenues previously pledged under the Original Resolution with certain other tuition and student fees and revenues it had previously pledged as security on a stand–alone basis to other bond systems and certain previously unpledged tuition and student fees and revenues. The Regents' strategy in creating the General Revenue Bond System was to enhance the security and source of payment for all of its bondholders, while increasing its financial flexibility, but still maintaining accountability for individual enterprises through internal financial policies. The Series 2014 Bonds are being issued as part of the General Revenue Bond System and under the Resolution. See "SECURITY FOR THE SERIES 2014 BONDS."

The Series 2014 Bonds are secured by the Pledged Revenues as defined in the Resolution (as further described herein, the "**Pledged Revenues**"). The lien of the Series 2014 Bonds on the Pledged Revenues is on a parity with the lien thereon of the Bonds previously issued by the Regents under the Resolution. Following issuance of the Series 2014 Bonds, the Bonds are expected to be Outstanding in the aggregate principal amount of $_____.* See "FINANCIAL OPERATIONS OF THE UNIVERSITY – Schedule of Outstanding Indebtedness" for a list of Outstanding Bonds of the Regents as of June 1, 2014. Under the Resolution, the University has covenanted to collect in each Fiscal Year Pledged Revenues equal to not less than 100% of the Annual Debt Service on the Outstanding Bonds and any Additional Bonds for such year. See "SECURITY FOR THE SERIES 2014 BONDS."

The Regents have appointed Wells Fargo Bank, N.A., to serve as Trustee, bond registrar, authenticating agent, paying agent and transfer agent (the "**Trustee**") with respect to the Series 2014 Bonds.

Availability of Continuing Disclosure

On the delivery date of the Series 2014 Bonds, the Regents and the Trustee will enter into a Continuing Disclosure Agreement in which the Regents will agree, for the benefit of the owners of the Series 2014 Bonds, to file with the Municipal Securities Rulemaking Board at its Electronic Municipal Market Access system such ongoing information regarding the University as described in "CONTINUING DISCLOSURE."

* Preliminary, subject to change.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change without notice.

This Official Statement and the Appendices hereto contain brief descriptions of, among other matters, the Regents, the University, the Series 2014 Bonds, the Series 2014 Projects, the Resolution, the Continuing Disclosure Agreement and the security and sources of payment for the Series 2014 Bonds. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions and statutes, such contracts, and other documents are intended as summaries only and are qualified in their entirety by reference to such laws and documents, and references herein to the Series 2014 Bonds are qualified in their entirety to the forms thereof included in the Resolution. Copies of such contracts and other documents and information are available, upon request and upon payment to the Trustee of a charge for copying, mailing and handling, from the Trustee at 1700 Lincoln Street, 10th Floor, MAC C7300-107, Denver, Colorado 80203, Attention: Corporate Trust, telephone: (303) 863-5235. During the period of offering of the Series 2014 Bonds copies of such documents are available, upon request and upon payment to George K. Baum & Company of a charge for copying, mailing and handling, from George K. Baum & Company at 1400 Wewatta Street, Suite 800, Denver, CO 80202.

THE SERIES 2014 BONDS

Generally

General information describing the Series 2014 Bonds appears elsewhere in this Official Statement. That information should be read in conjunction with this summary, which is qualified in its entirety by reference to the Resolution and the form of Series 2014 Bonds included in the 2014 Supplemental Resolution. See "**Appendix C** – GLOSSARY OF CERTAIN TERMS USED IN THE RESOLUTION" and "**Appendix D** – SUMMARY OF THE RESOLUTION."

Each Series of the Series 2014 Bonds will initially be issued as fully registered bonds without coupons in denominations of $5,000 or any integral multiple thereof. The Series 2014 Bonds will be dated as of the delivery date and will bear interest at the rates and mature, subject to prior redemption, as shown on the inside cover page of this Official Statement.

Book-Entry System

The Series 2014 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Payment of the principal of and interest on the Series 2014 Bonds will be made directly to DTC or its nominee, Cede & Co., by the Trustee. For a description of the method of payment of principal, premium, if any, and interest on the Series 2014 Bonds and matters pertaining to transfers and exchanges while registered in the name of Cede & Co., see "**Appendix E** – DEPOSITORY TRUST COMPANY INFORMATION." So long as the Series 2014 Bonds are registered in the name of Cede & Co., as nominee for DTC, notices or communications to Bondholders with respect to matters described under this caption "THE SERIES 2014 BONDS" will be delivered to DTC or its nominee as registered owner of such Series 2014 Bonds. DTC is responsible for notifying Participants, and Participants (and direct participants in DTC) are responsible for notifying Beneficial Owners of the Series 2014 Bonds. Neither

the Trustee nor the Regents is responsible for sending notices to Beneficial Owners. See "**Appendix E** – DEPOSITORY TRUST COMPANY INFORMATION."

Payment of Interest

Each Series 2014 Bond will bear interest from and including the delivery date thereof until payment of the principal or redemption price thereof has been made or provided for on the due date thereof in accordance with the provisions of the Resolution, whether at maturity, upon redemption or acceleration or otherwise. Interest on the Series 2014 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

The Series 2014 Bonds bear interest from their date of delivery to maturity, with the Payment Date for such Series 2014 Bonds on April 1 and October 1 of each year, commencing April 1, 2015.

If a Payment Date is not a Business Day at the place of payment, then payment will be made at that place on the next succeeding Business Day, with the same force and effect as if made on the Payment Date, and, in the case of such payment, no interest will accrue for the intervening period.

The principal of and interest on, and the redemption price of the Series 2014 Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Minneapolis, Minnesota, or of any Paying Agent at the option of a Registered Owner. Payment of interest on any fully registered Series 2014 Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of $500,000 or more of Series 2014 Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than 15 days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Series 2014 Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

Redemption Prior to Maturity

Optional Redemption

The Series 2014 Bonds maturing on or before April 1, ____, shall not be subject to optional call or redemption prior to their stated dates of maturity. On any day on or after _____ 1, ____, at the election of the University, the Series 2014 Bonds maturing on or after April 1, ____, shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, upon notice as described in "Notice of Redemption" under this caption, at par, plus accrued interest to the redemption date.

Mandatory Sinking Fund Redemption

The Series 2014 Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the

years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts in the amounts set forth below:

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$ [1]

[1] Principal remaining at maturity

Upon redemption of any Series 2014 Bonds maturing on April 1, ____, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2014 Bonds maturing on April 1, ____, in such order of mandatory sinking fund date as shall be directed by the University.

Notice of Redemption

When Series 2014 Bonds are called for redemption through the optional redemption provisions of the Resolution, unless waived by any Holder of the respective Series 2014 Bonds, notice must be sent by the Trustee, postage prepaid, by first class mail not less than thirty-five (35) nor more than sixty (60) days prior to the redemption date to (i) the registered owners of the respective Series 2014 Bonds to be redeemed at the address shown on the Bond Register, and (ii) one or more national information services that disseminate notices of redemption of obligations such as the Series 2014 Bonds; provided, however that no defect in such further notice or failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

SECURITY FOR THE SERIES 2014 BONDS

Pledged Revenues

The Series 2014 Bonds are being issued under the Resolution as part of the General Revenue Bond System created by the Regents in 2005. The Pledged Revenues which secure the Series 2014 Bonds and the other Outstanding and future Bonds issued under the Resolution include the following tuition and student fees and other revenue sources.

- Tuition and student fees (as further described in "Tuition and Student Fees" below).
- Certain sales and services revenues (as further described in "Sales and Services Revenues" below).
- Certain revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University (as further discussed under "Facilities and Administrative Recovery Revenues" below, the "**F&A Recovery Revenues**").

- Various revenues generated from miscellaneous sources, including fines and lease/rental revenues (as further discussed in "Other Operating Revenues" below, the "**Other Operating Revenues**").

- Investment Income under the Resolution.

- Direct Payments to be made in connection with the University's Taxable Series 2010B Bonds which are "Build America Bonds."

- Proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, to the extent pledged by the University pursuant to a supplemental resolution.

- Such other revenues as the Regents shall designate as Pledged Revenues.

The following funds and revenues of the University have not been pledged to payment of debt service on the Series 2014 Bonds or other Bonds as part of the Pledged Revenues:

- General Account Appropriated Funds of the State, which by law cannot be pledged; and

- restricted gift and grant revenues, including land grant endowments received pursuant to the University's land grant status.

See "FINANCIAL OPERATIONS OF THE UNIVERSITY," "HISTORICAL PLEDGED REVENUES" and "**Appendix A** – AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2013 AND JUNE 30, 2012."

The Series 2014 Bonds are limited obligations of the Regents and do not constitute a debt or liability of the State, its Legislature, or any of its political subdivisions or agencies other than the Regents to the extent herein described. The Regents are not authorized to levy or collect any taxes or assessments other than the fees described herein to pay the Series 2014 Bonds. The Regents have no taxing power.

Tuition and Student Fees

The Regents have the exclusive ability to establish and collect tuition charges and student fees for resident and non-resident, graduate and professional students attending the University. Tuition and student fee charges are not subject to a referendum by students or approval by any other governmental entity. The Regents have established a policy that the University may not request more than a 10% annual increase in the total full-time tuition and student fees unless otherwise authorized by the Regents. The Regents' established policy is to announce and conduct a public hearing on the modification of any fees, which has traditionally occurred annually, with fee adjustments effective for the subsequent fall term each year. The Regents increased fees by 4% at the April 2014 Regents' meeting, and the increase becomes effective in the Fall of 2014. There is no prohibition, however, which would preclude the Regents from adjusting fees (for collection beginning with the next academic year) at any time.

For the Fiscal Year ending June 30, 2012, total annual tuition and student fees assessed against full-time undergraduate students who are Idaho residents were $5,856 and the total revenues derived from such tuition and student fees were $78,338,457. For the Fiscal Year ending June 30, 2013, total annual tuition and student fees assessed against full-time undergraduate students who are Idaho residents were $6,212 and the total revenues derived from such tuition and student fees were $82,657,650. For the Fiscal

Year ended June 30, 2014, the total annual tuition and student fees assessed against full-time undergraduate students who were Idaho residents were $6,524. See "**Appendix B** – 2014-2015 TUITION AND STUDENT FEES" for a description of Tuition and Student Fees approved for Fiscal Year 2015.

Sales and Services Revenues

Sales and Services Revenues include pledged revenues generated through operations of Auxiliary Enterprises and revenues generated incidentally to the conduct of instruction, research and public service activities. The majority of these revenues are generated through auxiliaries including the Housing System; the Parking System; the Non–Residential Food Service System; Bookstore sales; ticket and event sales; recreation center activity charges; and other miscellaneous operations. See "THE UNIVERSITY" for a description of the University's primary revenue generating facilities. Examples of revenues generated incidentally to education are unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services or products, and sales of agriculture and forest products and publications. Sales and Services Revenues pledged for the Fiscal Years ended June 30, 2011, June 30, 2012 and June 30, 2013 were $43,068,366, $44,354,807, and $45,689,284, respectively.

Facilities and Administrative Recovery Revenues

Federal, state, and private funds provided to institutions for scientific research consist of two components. The first component is restricted for use by the institution to pay the direct costs of conducting research, such as the salaries for scientists and materials and labor used to perform each project. The second component is granted to pay for so-called "facilities and administrative costs," which encompass spending by the receiving institution on such items as facilities maintenance and renewal, heating and cooling, libraries, the salaries of departmental and central office staff, and other general administration costs. Such component constituting "facilities and administrative costs" is pledged to the Bonds as F&A Recovery Revenues.

The F&A Recovery Revenues pledged for the Fiscal Years ended June 30, 2011, June 30, 2012 and June 30, 2013 were $10,727,148, $10,590,922 and $10,408,306, respectively.

Other Operating Revenues

The University receives other miscellaneous revenues in the course of its operations. Examples of pledged revenues counted in Other Operating Revenues include fines and lease/rental revenues. In the Fiscal Years ended June 30, 2011, June 30, 2012 and June 30, 2013, the University generated pledged Other Operating Revenues in the amounts of $3,617,633, $3,495,016, and $2,983,307, respectively.

Investment Income

Investment Income, which includes all of the University's unrestricted investment income, is pledged to repayment of the Series 2014 Bonds and other Bonds issued under the Resolution. The amount of Investment Income pledged to the Bonds will not match the amount of investment income shown in the University's audited financial statements which includes restricted investment income. For the Fiscal Years ended June 30, 2011, June 30, 2012 and June 30, 2013, pledged Investment Income earned by the University was $1,454,834, $1,197,651, and $1,218,957, respectively.

Use of Pledged Revenues and Other Revenues Not Otherwise Obligated

After the University has made the payments and deposits required under the Resolution, Pledged Revenues and other amounts remaining in the Revenue Fund held under the Resolution in excess of the amounts necessary to make the required payments thereunder may be used for any legal purpose of the University, including operations and the redemption of the Bonds, subject to policies adopted by the Regents.

Covenants

Covenant to Maintain Coverage

The Regents are obligated under the Resolution to establish and maintain rates, fees, and charges in amounts sufficient to produce Pledged Revenues in each year equal to 100% of the Debt Service on the Bonds and any Additional Bonds outstanding for each Fiscal Year.

Issuance of Additional Bonds

The Resolution provides that Additional Bonds secured by Pledged Revenues may be issued by the Regents upon the satisfaction of various conditions specified therein. The amount of Additional Bonds that may be issued is not limited by law or the Resolution.

The Resolution provides for the issuance of Additional Bonds to finance projects or to refund the Bonds issued under the Resolution and other obligations of the Regents or the University. In connection with the issuance of Additional Bonds, the Regents are required to file, among other things, the following documents with the Trustee:

(i) A copy of the supplemental resolution authorizing the issuance of the Additional Bonds.

(ii) A Written Certificate of the University to the effect that, upon the delivery of the Additional Bonds, the University will not be in default in the performance of any of the covenants, conditions, agreements, terms, or provisions of the Resolution or any supplemental resolution with respect to any Bonds.

(iii) A Written Certificate of the University showing that Estimated Pledged Revenues (assuming completion of the proposed project on its then estimated completion date) will equal at least 100% of the Debt Service on all Outstanding Bonds and any Additional Bonds proposed to be issued for each Fiscal Year of the University during which any Bonds will be Outstanding following the estimated completion date of the project being financed by the Additional Bonds, if interest during construction of the project being financed by the Additional Bonds is capitalized, or (2) the University's current Fiscal Year and any succeeding Fiscal Year during which any Bonds issued will be Outstanding, if interest during construction of the project being financed by the Additional Bonds is not capitalized.

Refunding Bonds may be issued without compliance with the requirements above provided the Refunding Bonds do not increase Debt Service by more than $25,000 per year.

No Debt Service Reserve Account for the Series 2014 Bonds

The Resolution does not require the funding or maintenance of a Debt Service Reserve Account for the Bonds issued under the Resolution, including the Series 2014 Bonds, unless the Regents determine otherwise pursuant to a supplemental resolution. See "PLAN OF FINANCE." However, the Debt Service Reserve Account which was established in connection with the Series 2005A Bonds will continue to be maintained until such Series 2005A Bonds are retired. **Amounts in the Debt Service Reserve Account established for Series 2005A Bonds will not be available as security for the Series 2014 Bonds.**

Outstanding Bonds; Additional Bonds

The Regents have previously issued and have outstanding under the Resolution Bonds which, following issuance of the Series 2014 Bonds, are expected to be Outstanding in the aggregate principal amount of $_____.* The Series 2014 Bonds will be secured by the Pledged Revenues on a parity lien basis with the Outstanding Bonds. See "PLAN OF FINANCE" and "FINANCIAL OPERATIONS OF THE UNIVERSITY – Schedule of Outstanding Indebtedness." The Regents have the right under the Resolution to issue Additional Bonds if certain conditions for such issuance are met. See "Covenants – Issuance of Additional Bonds" under this caption for a list of some of such conditions.

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* Preliminary, subject to change.

PLAN OF FINANCE

Sources and Uses of Funds

The estimated sources and uses of funds relating to the issuance of the Series 2014 Bonds are shown below.

SOURCES OF FUNDS:	Amounts
Series 2014 Bonds Par Amount	$
Net Original Issue Premium (Discount)	
TOTAL SOURCES OF FUNDS	$
USES OF FUNDS:	
Deposit to the Series 2014 Project Account [(1)]	$
For payment of costs of issuance [(2)]	
TOTAL USES OF FUNDS	$

[(1)] See "Series 2014 Projects" under this caption.
[(2)] Includes Underwriter's discount, Trustee's fee, rating agencies' fees, printing costs, legal fees and other fees and expenses. See "UNDERWRITING" for a discussion of the Underwriter's compensation.
Source: The Underwriter

Series 2014 Projects

Proceeds from the sale of the Series 2014 Bonds will be used by the Regents to finance the Series 2014 Projects described below.

Construction and Equipping of the IRIC

Proceeds of the Series 2014 Bonds in an approximate amount of [$44 million][*] will be used to finance, in part, the construction of a new facility referred to as the IRIC. This facility will be approximately 70,800 gross square feet and sited at a central location on the Moscow campus. The IRIC is being designed to foster interdisciplinary research and collaboration and interaction, and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs of the University over time. The total design and construction costs of the IRIC are estimated to be $49 million. In addition to Series 2014 Bond proceeds, State funds in an amount of $5 million will be used to finance the project costs. To date, the University has funded certain preplanning expenditures for the project in the approximate amount of $938,000. The design development phases for the IRIC are complete and the construction document phase for the project is approximately 90% complete. The University expects construction of the IRIC to commence in July 2014 following delivery of the Series 2014 Bonds and to be completed by the summer of 2016.

[*] Preliminary, subject to change.

Renovation of the College of Education Building

Proceeds of the Series 2014 Bonds in an approximate amount of [$7,552,500] * will be used to fund, in part, the renovation of the College of Education Building on the University's Moscow campus. This project will include asbestos remediation and complete renovation of the building to provide a safe, aesthetic, technology capable, flexible environment in which the College of Education can deliver programs. The total cost of the renovation project is estimated to be $17,160,000, to be funded with State funds (approximately $6.95 million) and other University moneys (approximately $2.66 million) in addition to such proceeds of the Series 2014 Bonds. The design phase is underway. Abatement of hazardous materials and demolition, the first phase of the project, are expected to take nine months and will begin during the summer of 2014. The renovation is anticipated to begin following phase one and to be completed in order for the facility to be fully functional and operational for the Fall Semester, 2016.

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* Preliminary, subject to change.

DEBT SERVICE REQUIREMENTS

The following table sets forth the Annual Debt Service Requirements for the Regent's Outstanding Bonds (taking into account the proposed issuance of the Series 2014 Bonds):

	Outstanding Bonds		Series 2014 Bonds		
Fiscal Year	**Principal[1]**	**Interest[2]**	**Principal[1]***	**Interest[3]***	**Total***
2015	$	$	$	$	$
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
Total	$_____	$_____	$_____	$_____	$_____

(1) Payable April 1. In the case of certain Bonds, these principal payments are being made upon mandatory sinking fund redemption rather than at maturity.

(2) Payable April 1 and October 1. Interest requirements are stated net of Direct Payments associated with the Series 2010C Bonds. Direct Payments through the final maturity of the Series 2010C Bonds have been decreased by 7.2% to reflect the current and ongoing impact of federal sequestration. For the Series 2007B and the Series 2011 Adjustable Rate Bonds, interest payments are calculated based on an interest rate assumption of 4.50% following initial term period ending April 1, 2018 and April 1, 2021, respectively.

(3) Payable April 1 and October 1 commencing April 1, 2015. Calculated using assumed interest rates solely for purposes of this Preliminary Official Statement.

Source: The Underwriter

* Preliminary, subject to change.

HISTORICAL PLEDGED REVENUES

The following table shows the revenue sources that are pledged as part of the General Revenue Bond System.

	2009	2010	2011	2012	2013
Source of Pledged Revenues					
Tuition and Student Fees	$60,702,738	$65,097,956	$78,626,119	$78,338,457	$82,657,650
Sales and Services Revenues	38,608,143	39,694,341	43,068,366	44,354,807	45,689,284
Other Operating Revenues	3,747,033	2,358,795	3,617,633	3,495,016	2,983,307
Investment Income[1]	3,040,962	2,072,365	1,454,834	1,197,651	1,218,954
F&A Recovery Revenues	9,457,359	9,919,603	10,727,148	10,590,922	10,408,306
Direct Payments for Series 2010C Bonds	0	0	309,311	297,732	297,732
Total Pledged Revenues	$115,556,235	$119,143,060	$137,803,411	$138,274,585	$143,255,233
Debt Service on the Series 1996 Activity Center Bonds[2]	$855,490	$0	$0	$0	$0
Revenues Available for Debt Service	$114,700,745	$119,143,060	$137,803,411	$138,274,585	$143,255,233
Debt Service on Bonds[3]	$11,567,305	$11,110,027	$12,302,937	$12,902,303	$12,720,128
Debt Service Coverage	9.92x	10.72x	11.20x	10.72x	11.26x

(1) Differs from the information in the University's audited financial statements due to the inclusion of restricted investment income.

(2) These Series 1996 Activity Center Bonds were secured by certain of the Pledged Revenues on a senior basis to the Bonds, and were refunded in 2010.

(3) Represents actual gross debt service on the Outstanding Bonds due and paid during the Fiscal Years as indicated.

Source: The University's unaudited financial records.

The Debt Service Coverage of the Pledged Revenues in 2013 less the Direct Payments for the Series 2010C Bonds over the maximum annual debt service of Outstanding Bonds (after issuance of the Series 2014 Bonds) is estimated to be _____x* (2013 Pledged Revenues of $143,255,233 less Direct Payment of $_____ divided by gross maximum annual debt service on the Outstanding Bonds after issuance of the Series 2014 Bonds of $_____*). See "DEBT SERVICE REQUIREMENTS."

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* Preliminary subject to change.

THE UNIVERSITY

Generally

Student body representation at the University is from every state in the United States and approximately 80 foreign countries. The University alumni population exceeds 95,000. The University's main campus is located in Moscow, Idaho, a community of approximately 23,800 people in the northern portion of the State, about one-mile east of the Washington border and approximately 80 miles south of Coeur d'Alene, Idaho.

University property includes approximately 11,700 acres and 315 buildings, of which 1,585 acres and 251 buildings are located at its main campus in Moscow. The University operates twelve research centers and institutes and six demonstration and training farms with a total acreage of about 1,000 acres used by forestry and agricultural students. The University owns and actively manages 8,160 acres of forest lands, a wilderness field research station in Idaho's primitive area, a veterinary teaching center, and ten research and extension centers in agricultural areas throughout Idaho. The University also operates a Research Park in Post Falls and Resident Instructional Centers in Boise, Coeur d'Alene and Idaho Falls. The University's McCall Outdoor Science School ("**MOSS**") is located on the McCall Field Campus and borders Payette Lake and Ponderosa State Park. MOSS offers a one-of-a-kind learning experience for Idaho youth, graduate students, teachers and the local community, and was funded with proceeds of the Taxable Series 2013B Bonds.

The University's academic structure includes ten degree-granting colleges: the Colleges of Agricultural and Life Science; Art and Architecture; Business and Economics; Education; Engineering; Graduate Studies; Law; Letters, Arts and Social Sciences; Natural Resources; and Science. In addition to degree programs in each of these colleges, the University includes a College of Graduate Studies and offers medical training for students in association with the University of Washington, School of Medicine. The University has several cooperative programs with Washington State University (located in Pullman, Washington, eight miles from Moscow), including a joint veterinary medical program. This cooperative graduate program has veterinary training facilities in Caldwell, Idaho, which are operated by the University. The University has an optional officer education program, leading to a regular or reserve commission in the U.S. Army, Navy, Marines or Air Force.

Student Body

The University admits all Idaho residents who graduate from accredited high schools with an overall grade point average of at least 3.0 and who completed a defined set of core high school classes. Those with less than a 3.0 high school grade point average must meet set ACT or SAT scores. Home school students, graduates of non-accredited high schools, or students not meeting the admission criteria are considered by a special admission committee. Approximately 66% of the University's fall 2013 student body were residents of the State. The tables on the following page set out certain statistics concerning the University's enrollment for the Fall Terms of the years indicated.

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Five-Year Historical Enrollment Summary

(Fall Semester, 10th Day of Classes 2009-2011, Census Date 2012-2013) [1]

	2009	2010	2011	2012[2]	2013[2]
Students					
Full-Time Equivalents (FTE)	10,062.3	10,398.3	10,490.7	10,105.0	10,020.4
Head Count	11,957	12,302	12,312	12,420	12,024
Undergraduate Students	**Academic Head Count**				
Full-time:					
Residents	5,561	5,716	5,954	5,741	5,751
Non-residents	2,750	2,848	2,752	2,403	2,260
Subtotal	8,311	8,564	8,706	8,144	8,011
Part-time:					
Residents	1,031	1,029	864	1,672	1,328
Non-residents	292	250	240	305	201
Subtotal	1,323	1,279	1,104	1,977	1,529
Graduate Students					
Full-time:					
Residents	708	726	731	669	614
Non-residents	606	703	712	675	762
Subtotal	1,314	1,429	1,443	1,344	1,376
Part-time:					
Residents	689	705	700	642	674
Non-residents	320	325	359	313	434
Subtotal	1,009	1,030	1,059	955	1,108
Total Undergraduate	9,634	9,843	9,810	10,121	9,540
Total Graduate Students	2,323	2,459	2,502	2,299	2,484
Grand Total	11,957	12,302	12,312	12,420	12,024
Freshmen Students	**Freshman Class Statistics**				
Applying	5,110	5,906	8,248	7,467	7,994
Accepted	4,068	4,022	5,020	4,903	5,173
Enrolled	1,780	1,757	1,631	1,617	1,630
Resident	1,113	1,145	1,207	1,178	1,190
Average ACT Score	23.3	23.3	23.0	23.2	23.0
Average SAT Score	1098	1,090	1,088	1,085	1,045
Average High School GPA	3.38	3.35	3.34	3.38	3.40
Percentage graduating in the top 25% of their high school class	45.8	44.4	44.0	44.0	42.0

Source: The University

[1] In fall 2012 the University enrollment report date was changed from 10th day of classes to October 15th at the direction of the Regents.

[2] Headcount information is federally reported to IPEDS. Beginning in 2012, professional development only students or co-op students are not included while prior to 2012 IPEDS they were included.

Housing and Student Union Facilities

The University's housing and student union facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) currently include (i) 12 residence hall buildings containing dormitory style student living; (ii) three apartment complexes, providing housing for upper class students and students with families; (iii) the Idaho Commons Building (the "**Commons**"); and (iv) the Student Union Building (the "**Student Union**").

University Residence Halls. The 12 University residence hall buildings can accommodate up to 2,153 students. The University's residence halls offer a variety of amenities including: (i) computer labs and in-room wireless high-speed internet; (ii) recreational and lounge space; (iii) laundry facilities; (iv) kitchen areas; and (v) academic/study space. Over the past five Fiscal Years, the average occupancy rate for the University's residence halls was 86%, and the occupancy rate for Fall 2013 was 84%.

University Apartments. Currently, the University has three apartment complexes, which provide 215 apartments ranging in size from one-bedroom to four bedrooms available for occupancy by students and their families. Amenities available at University apartment complexes include: (i) high-speed wireless internet connections; (ii) in-apartment laundry hook-ups; (iii) play areas; and (iv) a community center. The average occupancy rate for the University's apartments over the past five Fiscal Years was 95%, and the occupancy rate for Fall 2013 was 90%.

Idaho Commons Building. Completed in 2000, the Idaho Commons Building is designed to be the center of campus life and provide programs, amenities, and services to enhance the educational experience of University students. The Commons is a multi-use facility with approximately 100,000 square feet. The facility houses offices for student government, other student organizations, conference rooms with state of the art technology, and academic support services. In addition, the Commons has an information desk, food court, coffee shop, convenience store, satellite University bookstore, credit union, copy center, art gallery, computer kiosks, ATMs and administrative offices. The facilities infrastructure includes high-speed LAN and video data capabilities, public lounges, wireless network, computer checkout, and flat screen monitors to provide information about building and campus activities.

Student Union Building. The approximately 103,500 square foot Student Union is a multi-use facility. Student services were relocated to the Student Union after completion of a renovation in 2000. Currently, the facility houses Student Accounts, the Registrar, Admissions, Student Financial Aid, New Student Services, Jazz Festival, College Assistance Migratory Program, and Student Media Services. In addition, the Student Union has an information desk, conference facilities, including a large ballroom, a movie theatre, and several small meeting rooms, a cafe, ATMs, and a computer lab.

Spectator and Recreation Facilities

The University's spectator and recreation facilities (the revenues from which constitute Auxiliary Enterprise revenues pledged as part of the Pledged Revenues) include the Kibbie Dome, the Memorial Gym, the Recreation Center, the Dan O'Brien Track Complex, and the University Golf Course. Following is a brief description of these facilities.

Kibbie Dome. The Kibbie Dome was originally constructed in 1972 and is North Idaho's largest athletic spectator facility. It is used for intercollegiate home football games, basketball games, indoor track and field events, as well as high school football playoffs, the Lionel Hampton Jazz Festival, concerts, sport camps, conferences, classes, intramurals, student club activities, and University commencements. In 1984, the "East End" was added to the Kibbie Dome and includes a weight room, recreational and

varsity locker rooms, eight racquetball courts, and athletic training rooms and offices. In 2009, the University completed another expansion of the Kibbie Dome to add the "Vandal Athletic Center," which included a 7,000 square foot weight room, a 1,500 square foot exercise area, an aquatic exercise pool, and a new foyer. Improvements to the Kibbie Dome financed with proceeds of the Taxable Series 2010C Bonds and completed in 2011 included (i) the replacement of the west wall of the facility with translucent panels that will be part of a non-combustible construction assembly for that wall; (ii) replacement of the east end wall with noncombustible construction; (iii) the addition of west end exiting in the new wall; (iv) the addition of handrails in the seating aisles; and (v) the installation of smoke evacuation and associated fire detection alarm and suppression systems, roof ballasting and other miscellaneous items. Additional enhancements included (i) relocation and renovation of the press box to improve functionality with upgrades to telecommunications, video, and audio infrastructure; (ii) creation of the upper level Bud and June Ford Club Room with food and beverage service, restrooms, and gathering space for premium seat and suite buyers; and (iii) construction of eight new Premium Suites and a new President's Suite.

Memorial Gym. The Memorial Gymnasium, constructed in 1928, is the oldest athletic building on campus. The building serves as one of the University's indoor sports and entertainment complexes. In addition to hosting varsity volleyball and basketball, the Memorial Gym is used for concerts, community events, state gymnastics meets, regional basketball tournaments, intramural activities and physical education classes, and houses a gymnasium, multi-purpose room, combative room, locker rooms, and various offices.

The Recreation Center. The Student Recreation Center was completed in 2002. It is approximately 85,500 square feet in size, and includes more than 7,200 square feet of open recreational space, two regulation-size basketball courts, a multipurpose gymnasium, a large aerobics/cardiovascular multipurpose workout space, a running track, a climbing wall, a child care center, a first-aid and athletic training area, classroom and activity spaces, a cafeteria, and space for rental of recreational equipment.

Dan O'Brien Track Complex. The Dan O'Brien Track, named in 1996 for University alumnus and 1996 Olympic Decathlon Gold Medalist Dan O'Brien, was constructed in 1969, and serves as the University's outdoor varsity and recreational track facility. It consists of a 400-meter, 8-lane track, a long jump area, a throwing area, a high jump area, a pole vault area, coaches' offices, and spectator facilities that accommodate approximately 1,000 spectators. Over the winter of 2011-12, the 40-year-old facility underwent a $2.5 million renovation, which features a faster, safer running surface, more efficient use of the infield, and updated draining system.

University Golf Course. The University owns and operates an 18-hole golf course on the University's Moscow campus. The course is open to the public approximately eight months each year and provides lessons, cart and club rentals, and a retail pro shop.

Parking Facilities

Currently, the University operates and maintains 99 surface parking lots with a total of approximately 6,000 parking spaces. The University has a comprehensive parking plan to ensure that the Parking System is financially self-supporting.

Employees and Faculty

As of March 31, 2014, the University had 3,067 employees, consisting of 956 faculty, 589 Research Assistants/Teaching Assistants (which are not considered to be part of the faculty) and 1,522 staff and administration. The student to faculty ratio in the Fall of 2013 was 18 to 1. Employees are not

subject to the State's civil service system; however, the University has adopted a personnel policy with respect to classified employees that is substantially similar to the State's civil service system. The University is not a party to any collective bargaining agreements, although there are employee associations that bring any salary issues and concerns to the attention of the University. The University considers its relations with its employees to be good.

Employee Retirement Plan; Post Retirement Health Benefits

Most employees of the University are eligible for one of two retirement plans: the State of Idaho's "Public Employees Retirement System of Idaho" ("**PERSI**") and the "Optional Retirement Plan" ("**ORP**"), which has been offered to non-classified employees since 1990.

PERSI provides a defined benefit plan and covers eligible classified and exempt personnel who work 20 hours or more per week. The membership of PERSI includes employees of the State of Idaho, teachers, firemen, police and employees of political subdivisions, local school districts, colleges and universities.

Faculty and exempt staff hired on or after July 1, 1990, have been enrolled in the ORP and faculty and exempt staff hired before that date were offered a one-time opportunity in 1990 to withdraw from PERSI and join the ORP. The ORP is a portable, defined contribution retirement plan with options offered by Teachers' Insurance and Annuity Association/College Retirement Equities Fund and Variable Annuity Life Insurance Company. The total contribution rate will be the same for all employees, with a portion of the employer's contribution for ORP members being credited to the employee's account and a portion to the PERSI unfunded liability until 2015. The ORP covers eligible exempt personnel who work 20 hours or more per week. Based on the audited financial statements for the Fiscal Year 2013, the University had unfunded obligations for post-employment retirement benefits in Fiscal Year 2013 of $41,691,000.

In addition, the University has taken proactive steps to effectively manage and reduce its GASB 45 liability for obligation of post-employment benefits (OPEB) related to retiree health. The University's GASB liability was recorded and recognized on its financial statements for the first time in Fiscal Year 2008. Program changes which include steeper eligibility requirements, retiree cost sharing, integration with Medicare Prescription Drug programs and elimination of some future benefits have reduced the Annual Required Contribution (ARC) from projections of $7.157 million as forecasted in Fiscal Year 2008 to $3.723 million for Fiscal Year 2013. The University has elected to fully fund its ARC in each Fiscal Year.

Beginning with the fiscal year that commences July 1, 2014, the University will be required to record a liability and expense equal to its proportionate share of the collective net pension liability and expense of PERSI due to the implementation of GASB 68. PERSI has not yet determined the University's or other cost-sharing employers' proportionate shares of such liability, and the University cannot determine at this time what its proportionate share will be or what impact any additional funding obligation of the University with respect to its proportionate share will have on the University. The University expects to receive a report from PERSI as to the allocation and effect of PERSI's unfunded liability in early calendar year 2015.

For information concerning post-retirement health benefits, see Note 14, "POST EMPLOYMENT BENEFITS OTHER THAN PENSIONS AND RETIREE BENEFITS TRUST," in the audited financial statements included in "**Appendix A** – AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2013 AND JUNE 30, 2012."

Insurance

The University maintains liability, property, and employee fidelity insurance in amounts deemed adequate by University officials. The University has a full-time risk management staff that administers insurance coverage and claims, and reviews the adequacy of such policies and verifies the University's compliance with insurance requirements imposed by agreements, such as the Resolution. As of March 31, 2014, the total insured replacement value of the University's buildings, contents and improvements was approximately $1.63 billion.

The University began self-funding its medical and dental programs for active employee and retiree health starting July 1, 2005. Self-funding is a financial arrangement in which medical claims are administered by a third-party administrator, but paid directly from University funds instead of by an insurer. The financial risk of the self-funding arrangement is managed through the creation of a financial reserve established by the University to fund unexpected claims and incurred-but-not-reported claims in the event that the self-funding arrangement is ever terminated. In addition, the University's financial exposure for unexpected claims are limited through the purchase of reinsurance (stop-loss coverage) for both individual and aggregate claim liability. When comparing self-funded cost to a fully insured program, the University estimates an approximate savings of $1 million per year in cost under the self-funded health arrangement.

The University continues to take a proactive approach managing its health plans, including offering a High Deductible Health Plan with an HSA, expanding their coverage for wellness related services, and working with an employee advisory group to address needs and concerns of University employees.

FINANCIAL OPERATIONS OF THE UNIVERSITY

The University relies on a number of sources of funding for the achievement of its educational and research missions. The principal sources of revenues are: direct appropriation of State general account revenues by the Idaho Legislature, Tuition and Student Fees, federal government appropriations and grants, gifts to the University, Investment Income, revenues derived from property holdings of the University, land grant endowments received pursuant to the University's land grant status, Sales and Service Revenues and Other Revenues. See "**Appendix A** – AUDITED FINANCIAL STATEMENTS OF THE UNIVERSITY FOR THE YEARS ENDED JUNE 30, 2013 AND JUNE 30, 2012." Of these revenue sources, Tuition and Student Fees, Investment Income, Sales and Services Revenues, and Other Revenues are pledged to the Bonds, including the Series 2014 Bonds. See "SECURITY FOR THE SERIES 2014 BONDS" for a description of University revenues pledged to the Bonds. The University's other revenue sources not constituting Pledged Revenues are more fully discussed below.

State Appropriations

Legislatively approved State general account original appropriations in Fiscal Year 2014 represent slightly more than 35% percent of the total University budget. The State legislature meets beginning in January of each calendar year and sets budgets and appropriations for all agencies and departments of State government for the Fiscal Year beginning on the ensuing July 1. The legislature may also make adjustments to budgets and appropriations for the Fiscal Year during which the legislature is meeting.

If in the course of a Fiscal Year, the Governor determines that the expenditures authorized by the Legislature for the current Fiscal Year exceed anticipated revenues expected to be available to meet those expenditures, the Governor by executive order may reduce ("**Holdback**") the spending authority on file in the office of the Division of Financial Management for any department, agency, or institution of the State or request a reversion ("**Reversion**") of appropriations back to the State to balance the State budget.

The table below sets forth the legislative appropriation from the State General Fund for colleges and universities and for the University net of Reversions.

A reduction of approximately $19 million is shown from Fiscal Year 2010 to 2011 in University of Idaho State Appropriations. This was due to a capital project (Research Dairy) of $10 million being attributed to appropriations in 2010 (the project, ultimately, was not funded), holdbacks of $6.5 million, rescission of $1.5 million and reduction adjustments of $2.6 million.

Schedule of State General Account Appropriations

Fiscal Year	University of Idaho State Appropriations	Total State Appropriations Colleges & Universities	Total State General Fund	University of Idaho % of Total State General Fund
2014	$ 83,880,300	$236,543,600	$2,781,023,800	3.02%
2013	81,203,000	227,950,500	2,702,105,700	3.01
2012	77,171,800	209,828,300	2,528,960,600	3.05
2011	80,271,500	217,510,800	2,383,836,000	3.37
2010	99,442,400	253,278,100	2,506,580,100	3.97
2009	104,910,700	285,151,500	2,959,283,400	3.55

Grants and Contracts

The United States government and various other public and private sponsoring agencies, through various grant and contract programs, provide a substantial percentage of the University's operating revenues. The use of such funds is usually restricted to specific projects. Such revenues include grants and contracts for research, public service, instruction and training programs, fellowships, scholarships, endowment scholarship programs, and student aid programs, and grants for construction projects. The University believes it has complied with all material conditions and requirements of these various grants and contracts.

Financial Assistance

Financial assistance, primarily in the form of student loans, scholarships, grants, student employment, awards, and deferred payments, is available to students. The University believes that the amount of available financial aid is adequate. During the 2012-2013 academic year, the total financial assistance to students received at the University was approximately $114 million, of which approximately $69 million was in the form of direct student loans. No assurance can be given that the level of assistance available in the past will continue.

Federal Appropriations

In accordance with the University's designation as a land grant institution, the United States government provides the University with funds for specific programs. Like most federal governmental programs, however, there is no assurance that these funds will continue to be appropriated.

Land Grant Endowments

The University is the State's land grant university, and as such is entitled to revenues from certain State lands.

Budget Process/Financial Reports

The University operates on an annual budget system. Its Fiscal Year begins July 1 of each year. The budget process, as well as the administration of the expenditures authorized through the process, is administered through the offices of the President and the Vice President for Finance and Administration in collaboration with the departmental faculty and other administrative officers. The internal budget process concludes with a general budget proposal for the following Fiscal Year being submitted in consolidated form by the University administration to the Regents in August of each year.

The University's budget is approved by the Regents prior to the commencement of the Fiscal Year, usually at the June meeting. At that meeting, the Regents, in their capacity as members of the State Board of Education, approve the annual budgets for the other institutions of higher education as well.

Future Plans

A proposed future Research and Classroom building of approximately 80,000 square feet is planned by the University. The overall project cost of the building is estimated at $24 million. Funding is expected to come from bonds ($12 million), State funding ($8 million), federal funding ($1 million), and corporate private giving ($3 million). Timing of the project will be linked to the timing and availability of other fund sources, especially State funding, and is currently projected for FY2017.

Schedule of Outstanding Indebtedness

Set forth below is the schedule of outstanding indebtedness of the Regents as of June 1, 2014 incurred to provide funding for the University, which does not reflect the issuance of the Series 2014 Bonds.

Name of Issue [1]	Date Incurred	Final Maturity Date	Amount of Original Indebtedness	Amount of Debt Outstanding (June 1, 2014)
General Revenue Refunding Bonds, Series 2005A	2005	2026	$ 30,740,000	$ 22,285,000
Adjustable Rate General Revenue Bonds, Series 2007B	2007	2041	35,035,000	35,035,000
General Revenue Refunding Bonds, Series 2010A	2010	2016	10,230,000	2,700,000
General Revenue Bonds, Series 2010B	2010	2032	10,150,000	10,150,000
Taxable General Revenue Bonds, Series 2010C	2010	2041	13,145,000	13,145,000
Adjustable Rate General Revenue Refunding Bonds, Series 2011	2011	2041	60,765,000	57,940,000
General Revenue and Refunding Bonds, Series 2013A	2013	2033	8,745,000	7,720,000
Taxable General Revenue Bonds, Series 2013B	2013	2033	6,325,000	6,065,000
Total Bonded Indebtedness			$175,135,000	$155,040,000 [2]
Other indebtedness, consisting of notes payable and line-of-credit with interest rates ranging from 3.245% to 5.00%, due through the year 2019	2002	2019	$8,073,388	$1,080,589

[1] All of these Bonds are currently Outstanding under the Resolution.
[2] This amount does not take into account the issuance of the Series 2014 Bonds.
Source: The University

University Total Net Assets

The University's total net assets for the last five Fiscal Years are included in the table below. Financial information concerning the University is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho
Net Assets[1]

Fiscal Year	Unrestricted	Restricted Expendable	Restricted Nonexpendable	Invested in Capital Assets	Total
2013	$57,110,972	$28,851,316	$ 0[2]	$243,070,923	$329,033,211
2012[2]	63,954,298	24,796,022	74,859,032	239,981,523	403,590,875
2011[2]	52,713,170	24,613,253	78,191,004	246,836,404	402,353,831
2010	26,298,058	74,964,487	67,829,850	211,194,033	380,286,428
2009	36,245,034	68,225,541	62,391,971	205,937,863	372,800,409

(1) See "FINANCIAL OPERATIONS OF THE UNIVERSITY – University of Idaho Foundation" and "- Change in Reporting for CIT Assets – University Release and Waiver."

(2) During Fiscal Year 2012, the University, in reviewing authoritative guidance provided under GASB-34 concerning the proper classification of net assets, reclassified Fiscal Year 2011 and 2012 net asset category balances to be more accurately aligned with government reporting standards.

University and Foundation Total Net Assets

The University and Foundation consolidated total net assets for the last five Fiscal Years are included in the table below. Financial information concerning the University and the Foundation is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho and University of Idaho Foundation
Consolidated Net Assets

Fiscal Year	University	Foundation	Total
2013	$329,033,211	$243,417,063	$572,450,274
2012	403,590,875	148,173,954	551,764,829
2011	402,353,831	150,781,113	553,134,944
2010	380,286,428	129,372,417	509,658,845
2009	372,800,409	108,924,187	481,724,596

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University and Foundation Cash and Investments

The University and Foundation consolidated cash and investments for the last five Fiscal Years are detailed in the table below. Financial information concerning the University and the Foundation is contained in the University's audited financial statements included in **Appendix A** hereto.

University of Idaho and University of Idaho Foundation
Consolidated Cash and Investments

Fiscal Year	University Cash	Foundation Cash	University Investments	Foundation Investments[1]	Total
2013	$25,297,434	$23,604,007	$63,362,594	$225,208,891	$337,472,926
2012	15,610,602	21,943,845	69,794,350	205,440,387	312,789,184
2011	65,287,221	17,543,061	21,245,978	213,473,325	317,549,585
2010	57,390,936	23,692,355	38,183,910	174,912,118	294,179,319
2009	41,838,941	17,009,291	56,937,403	159,554,488	275,340,123

[1] Includes University Assets Held in Trust by Foundation. See "Change in Reporting for CIT Assets – University Release and Waiver" under this caption.

University of Idaho Foundation

The Foundation is a nonprofit corporation organized under Idaho law in 1970. Its purpose is to receive, manage and otherwise deal in property and apply the income, principal and proceeds of such property for the benefit of the University. A 25-member board of directors, elected annually by the Foundation members, manage the Foundation.

The Foundation receives all gifts to the University and transfers such gifts to the donor-designated area within the University on a regular schedule. In addition, it manages the endowment funds in a pooled investment fund referred to as the Consolidated Investment Trust (the "**CIT**"). Earnings from the CIT are transferred annually to the University. Some assets invested in the CIT (the "**Indenture Assets**") are held in trust for the University pursuant to an Indenture Agreement. The Indenture Assets were previously shown as an asset and liability on the Foundation financial statements. In 2013, the University agreed to waive restriction on the Indenture Assets, and as explained in greater detail under "Change in Reporting for CIT Assets – University Release and Waiver," this waiver effected completion of the full transfer of these assets to the Foundation such that dual reporting as asset and liability on the Foundation financial statements (as well as reporting those assets and the change in market value of those assets on the University financial statements) will no longer be necessary after Fiscal Year 2013.

Since Fiscal Year 2004, the University has been required to discretely present the Foundation as a component unit. Financial information concerning the Foundation is contained in Note 20 to the University's audited financial statements included in **Appendix A** hereto. The table below illustrates total net assets over the last five Fiscal Years.

University of Idaho Foundation
Net Assets

Fiscal Year	Unrestricted	Restricted Expendable	Restricted Nonexpendable	Total
2013	$5,049,512	$36,006,967	$202,360,584	$243,417,063
2012	5,219,854	32,145,781	110,808,319	148,173,954
2011	5,382,690	33,729,970	111,668,453	150,781,113
2010	4,380,322	29,719,205	95,272,890	129,372,417
2009	3,208,428	23,534,496	82,181,263	108,924,187

Change in Reporting for CIT Assets – University Release and Waiver

The CIT was established at the University of Idaho in July 1959 to allow pooling of endowment assets for investment purposes. In 1974, the Regents authorized the University to transfer the CIT to the Foundation in trust under the terms and conditions of an Indenture Agreement. The Foundation has managed the Indenture Assets transferred through the Indenture Agreement since that time. As of February 8, 2013, the value of the Indenture Assets transferred to the Foundation under the Indenture Agreement was $80,990,338. (See footnote 20 of the FY 2013 Audited Financial Statement in **Appendix A** hereto.)

The Indenture Assets were transferred pursuant to the Indenture Agreement to the Foundation "in trust," reserving the right in the Regents to revoke the Indenture Agreement or to withdraw the Indenture Assets at any time. Consequently, the transfer from the University to the Foundation was not a complete one, and generally accepted accounting principles ("**GAAP**") applicable to the financial statements for both the University and the Foundation required dual reporting on both the University and the Foundation financial statements of the Indenture Assets and related income (loss) arising from changes in the market value of the Indenture Assets.

Recognizing that the Foundation's total endowment portfolio has grown substantially over the past several decades, coupled with both entities' desire to report their annual financial statements in a clear and concise manner, the current senior leadership of both the University and the Foundation decided to take the steps necessary to eliminate the reporting constraints between the two entities caused by the incomplete nature of the transfer under the Indenture Agreement. Accordingly, on February 8, 2013, the University and the Foundation executed a Release and Waiver of Rights and Restrictions Agreement ("**Release**") that permanently eliminated the required dual reporting requirements associated with the Indenture Assets. The Release removed reference to "in trust" as well as the right to revoke or withdraw the Indenture Assets.

The effect of the Release was to remove the reporting of the Indenture Assets from the balance sheet of the University (reducing net assets by the market value of the Indenture Assets) and removing the corresponding gain (loss) arising from change in the market value of the Indenture Assets from the University income statement. There was a one-time, non-operating expense of $80,990,338 to the University in the amount of the fair market value of the Indenture Asset as of the date of transfer, February 8, 2013. The Foundation financial statements show an increase in net assets by the market value of the Indenture Assets, and fully show the corresponding gain (loss) arising from change in the market value of the Indenture Assets subsequent to the transfer date. The Foundation statements show a corresponding one-time, non-operating gain of $80,990,338 in the amount of the fair market value of the Indenture Assets as of the date of transfer, February 8, 2013.

While the Release brings about a change in accounting and financial statement reporting, the Foundation will continue to manage the Indenture Assets in the same fashion as it has since the original transfer in 1974. There will be no change in the transfer of income earned by the Indenture Assets from the Foundation to the University, and the University remains the sole beneficiary of the Indenture Assets.

UNIVERSITY GOVERNANCE AND ADMINISTRATION

The responsibility for overall management and determination of University policy and standards is vested with the Regents of the University of Idaho who also serve as the SBOE and simultaneously, among other duties, the Trustees for Boise State University, Idaho State University in Pocatello and Lewis-Clark State College in Lewiston and as the State Board for Professional – Technical Education. The combined boards are appointed by the Governor for five-year terms. The membership, terms, residences and occupations are listed below.

The Board of Regents of the University and The State Board of Education

Name	Residence	Occupation	Term Expires (June 30)
Emma Atchley (President)	Ashton	Board of Directors member for the Bank of Idaho, Teton Regional Land Trust, Flying A Ranch Inc., Cea Corp., and Ashton Hi-Tech Seed Co.	2015
Roderic W. Lewis (Vice President)	Boise	Retired, Vice President of Legal Affairs, General Counsel and Corporate Secretary for Micron Technology, Inc. of Boise	2015
Don Soltman (Secretary)	Twin Lakes	Retired, Served four years on the State of Idaho's Professional Standards Commission. Also served on the state committee that developed the graduation standards in science for Idaho students.	2019
Bill Goesling	Moscow	Retired, Served 24 years of active duty with the United States Navy.	2016
Tom Luna [1]	Boise	State Superintendent of Public Instruction	[1]
Milford Terrell [2]	Boise	President and Owner of DeBest Plumbing & Mechanical	2017
Richard Westerberg	Preston	Retired, PacifiCorp	2019

[1] Mr. Luna serves ex-officio to the SBOE in his capacity as State Superintendent of Public Instruction, which is a statewide elective office.

[2] Mr. Terrell is resigning effective June 30, 2014. The timeline for the appointment of a new Board member has not been determined.

The SBOE has a full–time professional staff headed by Mike Rush, Executive Director. His appointment became effective May 2008.

University Officers

The affairs of the University are managed by the President of the University and the staff. The President is appointed by, reports to, and serves at the pleasure of the Regents. Following is a brief biographical resume of President Staben and his executive staff at a Vice President level:

Chuck Staben, President, took office as the 18th president of the University Idaho March 1, 2014. Dr. Staben served as Provost and Vice President for Academic Affairs at the University of South Dakota from August 2008 to February 2014. Prior to his service at South Dakota, he served as the Associate Vice President for Research at the University of Kentucky from 2005 to 2009 and was a professor of biology from 1989 to 2008. Previously Dr. Staben was a postdoctoral researcher at Stanford University from 1987 to 1989 and at Chiron Research Laboratories from 1985 to 1986. He has served on National Science Foundation and National Institutes of Health grant review panels and recently served on a National Research Council committee that reviewed the Experimental Program to Stimulate Competitive Research and the Institutional Development Award programs for the U.S. Senate. Dr. Staben received a B.S. degree from the University of Illinois, Champaign-Urbana, and a Ph.D. in Biochemistry from the University of California, Berkeley.

Katherine G. Aiken, Interim Provost and Executive Vice President, served as the Dean of the College of Letters, Arts, and Social Sciences beginning in 2006 and has worked at the University of Idaho for 25 years. Dr. Aiken is a professor of history and currently serves on the Idaho State Board of Education's Professional Standards Commission and as chair for the Idaho Humanities Council. Dr. Aiken has won 15 teaching awards including the University of Idaho Award for Teaching Excellence, and has been named the ATHENA Woman of the Year. Dr. Aiken was the recipient of Boise State University's Women Making History Award and the Virginia Woolf Distinguished Service Award from the University of Idaho Women's Center. Dr. Aiken has also served as an Associate Dean and Director of Extended Learning at Lewis-Clark State College, Chair of History at University of Idaho and Associate Dean for both the University of Idaho College of Graduate Studies and the College of Letters, Arts and Social Sciences. Dr. Aiken received a Bachelor's degree in history from the University of Idaho, her Master's degree in history from the University of Oregon and her Doctoral degree from Washington State University.

Ronald Smith, Vice President of Finance and Administration, assumed his position at the University of Idaho in July 2011. Dr. Smith was previously the vice president for finance and business affairs at Seattle University. Prior to his tenure in Seattle, Washington, he served as vice president for administrative services for Lewis-Clark State College in Lewiston, Idaho. He also served in several capacities at the University of Idaho for eight years in the late 1980s and early 1990s. A native of Bozeman, Montana, Dr. Smith earned a bachelor of science degree in commerce and accounting from Montana State University; master's degree in business administration from the University of Montana; and a doctorate in higher education administration from the University of Idaho.

John (Jack) K. McIver, Vice President of Research and Economic Development, assumed his position at the University in June 2008. Dr. McIver received his B.S. degree in Mechanical Engineering and Physics at the University of Rochester in 1971, his Masters of Science from the College of Engineering and Applied Sciences at the University of Rochester in 1972, and his Doctorate from the College of Engineering and Applied Sciences at the University of Rochester in 1979. He currently oversees, coordinates and facilitates all University research activities, including sponsored and internally funded research, center and institute research, interdisciplinary research programs, and research related to the University's land grant mission. He has responsibility for all policies and procedures relating to research, technology transfer, economic development, and regulatory compliance and works closely with

the faculty to catalyze, encourage, and support research and scholarly activities. Dr. McIver also has management responsibility for the University of Idaho Office of Research and Economic Development, which includes the Office of Sponsored Programs, the Office of Research Assurances, the University institutes, and the Office of Technology Transfer. He is the principal point of contact for the University in all research related matters and represents the regional, national, and international research interests of the University to major research funding agencies and foundations, to regional and national research consortia, to national laboratories, to federal and state agencies, and to the private sector.

Christopher D. Murray, Vice President for University Advancement, assumed his position at the University in May 2006. Mr. Murray received his B.A. degree in Journalism at the University of Southern California in 1983, and his Masters of Business Administration at the University of Southern California in 1995. Prior to joining the University, he held academic positions at the University of Southern California (Director of Corporate Relations, Central Development, from 1991 to 1994; Director of Development, Marshall School of Business, from 1994 to 1996) and the University of Oregon (Associate Dean, External Affairs – Lundquist College of Business, from 1997 to 2006). He served as a director of The Muscular Dystrophy Association (MDA) from 1983 to 1991 and as Executive Director of The Scleroderma Research Foundation from 1996 to 1997. Mr. Murray is responsible for advancement efforts including designing, articulating and leading comprehensive fund raising, providing oversight and alignment of activities in the development office, alumni relations, and marketing communications programs. He also serves as executive director of the University of Idaho Foundation, responsible for organizing, supporting and directing volunteers in fundraising and advancement efforts.

Kent E. Nelson, was appointed as General Counsel to the University on September 17, 2006. Prior to his appointment he served from June 1998 to September 2006 as the Senior Deputy Attorney General in the Contracts and Administrative Law Division of the Idaho Attorney General, where he served as special projects counsel to the Idaho Board of Land Commissioners and as general counsel to various state agencies including the State Board of Education and Board of Regents of the University of Idaho. From September 1984 to June 1998 he was in general civil practice in Boise, Idaho with emphasis in real estate, transactions, creditors rights and civil litigation. Mr. Nelson received a bachelor's degree in accounting from the University of Idaho in 1980 and a Juris Doctor in law from the University of Idaho College of Law in 1984.

TAX MATTERS

The Series 2014 Bonds

Federal Income Tax

In the opinion of Skinner Fawcett, LLP and Ballard Spahr LLP, as Co-Bond Counsel to the Regents, interest on the Series 2014 Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series 2014 Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the Internal Revenue Code of 1986. Interest on the Series 2014 Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax ("**AMT**"); however, interest on Series 2014 Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal AMT because of its inclusion in the adjusted current earnings of a corporate holder.

Original Issue Premium

Certain of the Series 2014 Bonds may be offered at a premium ("**original issue premium**") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of such Series 2014 Bond through reductions in the holder's tax basis for such Series 2014 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisors for an explanation of the amortization rules.

Original Issue Discount

Certain of the Series 2014 Bonds may be offered at a discount ("**original issue discount**") equal generally to the difference between public offering price and principal amount. Original issue discount on a Series 2014 Bond accrues as tax-exempt interest periodically over the term of the Series 2014 Bond. The accrual of original issue discount increases the holder's tax basis in the Series 2014 Bond for determining taxable gain or loss from sale or from redemption prior to maturity. Series 2014 Bondholders should consult their tax advisors for an explanation of the accrual rules.

State of Idaho Income Tax

Co-Bond Counsel is also of the opinion that interest on the Series 2014 Bonds is exempt from State of Idaho personal income taxes.

No Further Opinion

Co-Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series 2014 Bonds.

Changes in Federal and State Tax Laws

From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Series 2014 Bonds or otherwise prevent holders of the Series 2014 Bonds from realizing the full benefit of the tax exemption of interest on the Series 2014 Bonds. Further, such proposals may impact the marketability or market value of the Series 2014 Bonds simply by being proposed. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2014 Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Series 2014 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2014 Bonds would be impacted thereby.

Purchasers of the Series 2014 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2014 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

UNDERWRITING

The Series 2014 Bonds are being purchased by George K. Baum & Company, acting as the Underwriter. The Bond Purchase Agreement relating to the Series 2014 Bonds, entered into between the Underwriter and the Regents, provides that the Underwriter will purchase the Series 2014 Bonds at an aggregate purchase price of $_____ representing (i) the $_____ aggregate par amount of the Series 2014 Bonds, plus (ii) net original issue premium of $_____, minus (iii) net original issue discount of $_____, and Underwriter's discount of $_____. After initial public offering, the public offering prices may vary from time to time. Under the Bond Purchase Agreement, the Underwriter is obligated to purchase all of the Series 2014 Bonds if any are purchased. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2014 Bonds to the public.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and its affiliates have provided, and may in the future provide, a variety of these services to the University, for which they received or will receive customary fees and expenses.

In the ordinary course of its various business activities, the Underwriter and its affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivative, loans, currencies and other financial instruments for its own account and for the accounts of its customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the University (directly, as collateral securing other obligations and otherwise) and/or persons and entities with relationships with University. The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or public or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that it should acquire, long and/or short positions in such assets, securities and instrument.

The Underwriter may offer and sell the Series 2014 Bonds to certain dealers (including dealers depositing the Series 2014 Bonds in investment trusts) and others at prices lower than the offering prices stated on the cover page of this Official Statement. The initial public offering prices stated on the inside cover page may be changed from time to time by the Underwriter.

RATINGS

Moody's Investors Service, Inc. ("**Moody's**") and Standard & Poor's Ratings Services ("**S&P**") have assigned underlying ratings of "___" and "___," respectively, to the Series 2014 Bonds. The ratings reflect only the views of the rating agencies, and an explanation of the significance of the ratings may be obtained from the rating agencies. There is no assurance that such ratings will continue for any given period of time or that the ratings may not be revised or withdrawn entirely if, in the judgment of the rating agencies, circumstances so warrant. Any downward revision or withdrawal of such ratings will be likely to have an adverse effect on the market price or marketability of the Series 2014 Bonds. The Regents, the University and the Underwriter have undertaken no responsibility to oppose any such revision or withdrawal.

CONTINUING DISCLOSURE

Upon delivery of the Series 2014 Bonds, the Regents and the Trustee are entering into a "Continuing Disclosure Agreement" pursuant to which the Regents will provide to the Trustee within 180 days following the end of its Fiscal Year, commencing with the Fiscal Year ended June 30, 2014, a copy of the University's annual audited financial statements and such other specified financial information and operating data for such Fiscal Year in form and scope similar to the financial information and operating data included in this Official Statement. The Regents will also agree to deliver to the Trustee notice of certain events described in Rule 15c2-12 as promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "**Rule**"). The Trustee will agree to deliver the information and the notices described in the preceding two sentences upon receipt thereof from the Regents to the Municipal Securities Rulemaking Board's (the "**MSRB**") Electronic Municipal Market Access system pursuant to the Rule. The Trustee will also agree that if it has knowledge that the Regents have not delivered the University's annual audited financial statements or have not provided the financial information and operating data as described above it will directly notify the MSRB of the Regents' failure to deliver such information. A failure by the Regents to comply with the Continuing Disclosure Agreement does not constitute an event of default under the Resolution and the sole remedy of the Bondholders (including any Beneficial Owner) in the event of any failure of the Regents to comply with the Continuing Disclosure Agreement is an action for specific performance.

Except as described in this paragraph and the following paragraph, the Regents have not failed in the past five Fiscal Years to perform any obligation with respect to any existing undertaking to provide continuing disclosure under the Rule. The University filed its audited financial statements for Fiscal Years 2009-2011 and 2013 on a timely basis in accordance with its existing undertakings. On February 6, 2013, the Trustee filed with the MSRB a notice of a failure to timely file the audited financial statements and annual financial information for Fiscal Year 2012 as required by the existing undertakings of the Regents. On February 18, 2013, such Fiscal Year 2012 audited financial statements were filed with the MSRB. The University had previously publically posted the Fiscal Year 2012 audited financial statements on its website on December 13, 2012.

The University has recently determined that certain of the annual financial information and operating data to be provided under its existing undertakings has not been fully updated as part of the annual filings of the audited financial statements. Specifically, the University is required under its existing undertakings to annually update the financial information and operating data set forth under the captions of its official statements entitled "Historical Pledged Revenues," "Tuition and Student Fees," "Sales and Services Revenues," "Facilities and Administrative Recovery Revenues," "Other Operating Revenues," "Investment Income," "Housing and Student Union Facilities, "Employee Retirement Plan; Post Retirement Health Benefits," "Insurance," "State Appropriations," "Financial Assistance," "Schedule of Outstanding Indebtedness" and "Five-Year Historical Enrollment Summary." While much of this financial information and operating data has been included in the University's audited financial statements filed with the MSRB, certain other information and data was made available only in a summary format in such audited financial statements or was included on the University's Institutional Research Department website but not by means of a required annual financial information report filed with the MSRB. The University has filed a notice with the MSRB of a failure to file such required information, and has filed a financial information report including all such required annual financial information and operating data for Fiscal Years 2009 through 2013.

A failure by the Regents to comply with the Continuing Disclosure Agreements must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer

before recommending the purchase or sale of the Series 2014 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2014 Bonds and their market price.

LITIGATION

The Regents have reported as of the date hereof that there is no litigation pending or threatened that, if decided adversely to the interests of the Regents or the University, would have a materially adverse effect on the operations or financial position of the Regents or the University. As of the date hereof, there is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Series 2014 Bonds or in any way contesting or affecting the validity of, or having a material adverse effect on, the Series 2014 Bonds, the pledge and application of Pledged Revenues or the existence or powers of the Regents or the University.

LEGAL MATTERS

All legal matters incident to the authorization and issuance of the Series 2014 Bonds are subject to the approval of Skinner Fawcett LLP, Boise, Idaho, and Ballard Spahr LLP, Salt Lake City, Utah, as Co-Bond Counsel to the Regents, whose Approving Opinions will be delivered with the Series 2014 Bonds and the form of which are attached as **Appendix F** to this Official Statement. Certain legal matters will be passed upon for the Regents and the University by the University's Counsel, Kent E. Nelson, Esq., Moscow, Idaho and for the Underwriter by Hogan Lovells US LLP, Denver, Colorado.

MUNICIPAL ADVISOR

The Regents have retained Piper Jaffray & Co. as its municipal advisor (the "**Municipal Advisor**") in connection with the issuance of the Series 2014 Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Municipal Advisor will act as an independent advisory firm and will not be engaged in the business of remarketing, underwriting, trading or distributing the Series 2014 Bonds.

INDEPENDENT AUDITORS

The audited financial statements of the University as of and for the Fiscal Years ended June 30, 2013 and June 30, 2012, included in this Official Statement as **Appendix A**, have been audited by Moss Adams LLP, independent auditors, except that the financial statements of the University's discretely presented component unit as described in Note 18 to the University's audited financial statements, and the University of Idaho Health Benefits Trust as described in Note 12 to the University's audited financial statements, were audited by other auditors, as stated in their report appearing therein. These financial statements are the most recent audited financial statements of the University.

Moss Adams LLP has not been engaged to perform and has not performed, since the date of its report, any procedures on the audited financial statements addressed in the report. Moss Adams LLP has

not performed any procedures relating to this Official Statement, and has not consented to the use of the audited financial statements of the University in this Official Statement.

MISCELLANEOUS

This Official Statement, and its distribution and use by the Underwriter, have been duly authorized and approved by the Regents.

Appendices A through **F** are an integral part of this Official Statement and must be read together with all other parts of this Official Statement.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Vice President for Finance and
Administration and Bursar

APPENDIX A

Audited Financial Statements of the University for the Years ended June 30, 2013 and June 30, 2012

APPENDIX B
2014-2015 Tuition and Student Fees

University of Idaho Tuition and Fee Schedule

Academic Year 2014 - 2015

As Approved by the State Board of Education April 16, 2014

	Fall 2014 / Spring 2015		Summer 2015 (1)	
	Moscow	Centers / Distance	Moscow	Centers / Distance
Full-Time Tuition per Semester:				
Resident Undergraduate Tuition	$ 2,392.03	$ 3,067.00		
Non-Resident Undergraduate Tuition	$ 9,157.03	$ 9,832.00		
Resident Graduate Tuition	$ 2,941.03	$ 3,616.00		
Non-Resident Gradute Tuition	$ 9,706.03	$ 10,381.00		
Full-Time Fees per Semester: Paid in addition to above tuition				
Facility Fee	$ 395.25	$ 187.00		
Student Computing and Network Access Fee (Technology Fee)	62.70	60.00		
Activity Fees/Dedicated Fees (see Page 2)	542.02	78.00		
Total Fees:	$ 999.97	$ 325.00		
Summary: Total Full-Time Tuition and Fees per Semester				
Resident Undergraduate	$ 3,392.00	$ 3,392.00		
Non-Resident Undergraduate	$ 10,157.00	$ 10,157.00		
Resident Graduate	$ 3,941.00	$ 3,941.00		
Non-Resident Gradute	$ 10,706.00	$ 10,706.00		
Part-Time Tuition:				
Resident Undergraduate Tuition	$ 280.50	$ 306.50	$ 280.50	$ 306.50
Non-Resident Undergraduate Tuition	$ 957.50	$ 983.50	$ 280.50	$ 306.50
Resident Graduate Tuition	$ 379.50	$ 405.50	$ 379.50	$ 405.50
Non-Resident Gradute Tuition	$ 1,131.50	$ 1,157.50	$ 379.50	$ 405.50
Part-Time Fees: Paid in addition to above tuition				
Facility Fee	$ 18.70	$ 18.70	$ 18.70	$ 18.70
Student Computing and Network Access Fee	6.00	6.00	6.00	6.00
Activity Fees/Dedicated Fees (see Page 2)	33.80	7.80	33.80	7.80
Total Fees:	$ 58.50	$ 32.50	$ 58.50	$ 32.50
Summary: Total Part-Time Tuition and Fees				
Resident Undergraduate	$ 339.00	$ 339.00	$ 339.00	$ 339.00
Non-Resident Undergraduate	$ 1,016.00	$ 1,016.00	$ 339.00	$ 339.00
Resident Graduate	$ 438.00	$ 438.00	$ 438.00	$ 438.00
Non-Resident Gradute	$ 1,190.00	$ 1,190.00	$ 438.00	$ 438.00
Professional Fees: Paid in addition to above tuition and fees				
Law Fee Full-Time	$ 4,299.00	$ 4,299.00		
Law Fee Part-Time	$ 478.00	$ 478.00	$ 478.00	$ 478.00
Art & Architecture Full-Time	$ 534.00	$ 534.00		
Art & Architecture Part-Time Undergraduate	$ 53.00	$ 53.00	$ 53.00	$ 53.00
Art & Architecture Part-Time Graduate	$ 59.00	$ 59.00	$ 59.00	$ 59.00
Bioregional Planning Fee Full-Time	$ 525.00	$ 525.00		
Bioregional Planning Fee Part-Time	$ 53.00	$ 53.00	$ 53.00	$ 53.00
Other:				
In-Service Fee - Undergraduate	$ 103.00	$ 103.00	$ 103.00	$ 103.00
In-Service Fee - Graduate	$ 125.00	$ 125.00	$ 125.00	$ 125.00
Western Undergraduate Education Fee	$ 1,696.00			

Note 1: Additional non-resident tuition charges do not currently apply to summer session - policy subject to change

Full-Time Dedicated Activity Fees Details				
Associated Students-Incl Diversity Ctr $2.00	$ 96.86	$ 26.00		
Campus Card	8.95			
Campus Rec: Intramurals/Sports Clubs	19.50			
Campus Rec: SRC Operations / R & R	48.62			
Commons/Union Operations / R & R	94.62			
Fine Arts	3.00			
Intercollegiate Athletics	127.96	30.00		
Kibbie Center Operations	28.83			
Marching Band	6.25			
Mem Gym Cage	3.36			
Native American Student Center	0.75			
Outdoor Programs	1.00			
Performing Arts	2.00			
Sales Tax (event tickets)	1.61			
Spirit Squad	3.00			
Student Alumni Relations Board	1.00			
Student Health Services	41.87	22.00		
Student Services - Alcohol Education	1.45			
Student Services - Campus Life	1.00			
Student Services - Counseling & Testing Center	16.36			
Student Services - Early Childhood	8.52			
Student Services - Minority Student Programs	3.75			
Student Services - New Student Orientation (see below)	-			
Student Services - Violence Prevention Program	4.00			
Student Services - LGBQTA	1.50			
Student Services - Women's Center	5.60			
Swim Center	5.16			
Sustainability Center	5.50			
Total Dedicated Activity Fees	$ 542.02	$ 78.00		
Part-Time Dedicated Activity Fees Details				
Associated Students	$ 2.60	$ 2.60	$ 2.60	$ 2.60
Associated Students - Other	1.25		1.25	
Campus Card	1.50		1.50	
Campus Rec: Intramurals/Sports Clubs	3.20		3.20	
Campus Rec: SRC Operations / R & R	2.90		2.90	
Commons/Union Operations / R & R	4.00		4.00	
Intercollegiate Athletics	3.00	3.00	3.00	3.00
Kibbie Center Operations	5.00		5.00	
Marching Band	1.25		1.25	
Mem Gym Cage	1.05		1.05	
Student Health Services	6.20	2.20	6.20	2.20
Student Services - Counseling & Testing Center	1.85		1.85	
Total Dedicated Activity Fees	$ 33.80	$ 7.80	$ 33.80	$ 7.80

APPENDIX C

Glossary of Certain Terms Used in the Resolution

[UPDATE]

Except as otherwise expressly provided in the Resolution, as supplemented by Supplemental Resolutions, including the 2014 Supplemental Resolution, or unless the context otherwise requires, the following terms shall have the following meanings (references herein to the "University" shall be deemed to refer to the Regents or other appropriate authority thereof pursuant to the Act and other applicable laws):

Act shall mean the Educational Institutions Act of 1935, codified in Title 33, Chapter 38, Idaho Code, as the same shall be amended from time to time.

Activity Fees means such fees designated and set from time to time by the Regents or the University, imposed upon each full-time and part-time on-campus student in attendance at the University for activities at the University. Currently such fees include: ASUI general, alumni association fee, campus card, cheerleader program, college dedicated fee, Commons/Union operations, fine arts, intercollegiate athletics, intramural/locker/recreational services, Kibbie Center operations (stadium), marching band, minority student program, sales tax, student advisory services, student recreation center operations, student benefits, health and wellness, and student health services.

Additional Bonds means any bonds which the Regents may issue pursuant to Article VII of the Resolution secured by all or a portion of the Pledged Revenues, as may be amended from time to time.

Amendments means, collectively, the 2005 Amendments, the 2007 Amendments, the 2010 Amendments, and the 2013 Amendments.

Approving Opinion means an Opinion of Counsel to the effect that an action being taken is authorized by the applicable provisions of the Resolution and will not adversely affect the tax-exempt status of interest on the Tax-Exempt Bonds or the status of the Series 2010B Bonds as Build America Bonds.

Authorized Denomination means $5,000 or any integral multiple thereof.

Authorized Officer of the University shall mean the Bursar or a representative designated by the Bursar.

Auxiliary Enterprises shall mean all facilities of the University generating Sales and Services Revenues, including the Housing System, Parking System, Non-Residential Food Service System, Bookstore, and recreational and event facilities.

Beneficial Owner(s) shall mean the owners of Bonds and any Additional Bonds issued pursuant to the Resolution, whose ownership is recorded under the Book-Entry-Only System maintained by the Securities Depository as described in the Resolution.

Bond Fund shall mean the fund created by the Resolution, consisting of two accounts: (1) Debt Service Account and (2) Debt Service Reserve Account.

Bond Purchase Agreement means the Bond Purchase Agreement dated June __, 2014, between the Regents and the Underwriter pursuant to which the Series 2014 Bonds and the Taxable Series 2014B Bonds are sold.

Bond Register shall mean the registration records of the Regents, maintained by the Trustee, on which shall appear the names and addresses of the Registered Owners of the Bonds and any Additional Bonds.

Bond Resolution or Resolution shall mean the Bond Resolution adopted by the Regents on November 22, 1991, providing for the issuance of General Revenue Bonds, as from time to time amended and supplemented by the Supplemental Resolutions.

Bond Year means the one-year period (or, in the case of the first Bond Year, the shorter period from the date of issue of the Bonds) selected by the University. If no date is selected by the University within five years of the date of delivery of a series of Bonds, each Bond Year shall end at the close of business on the date preceding the anniversary of the date of delivery of a series of Bonds.

Bonds shall mean, collectively, the Bonds issued pursuant to the Resolution and Additional Bonds issued pursuant to any Supplemental Resolutions.

Book-Entry System shall mean the book-entry system of registration of the Bonds and any Additional Bonds as described in the Resolution.

Build America Bonds means the interest subsidy bonds issuable by the University under Sections 54AA and 6431 of the Code and a qualified bond under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

Bookstore means the University's bookstore facilities located on the Moscow campus, in which books, supplies and merchandise are sold.

Bursar means the officer so designated by the University as chief financial officer of the University, currently the Vice President of Finance and Administration, including any acting Bursar designated by the University.

Business Day means, with respect to the Series 2014 Bonds, a day, other than Saturday or Sunday on which banks located in the State of Idaho or in the city where the principal corporate trust office of the Trustee is located are open for the purpose of conducting commercial banking business.

Cede & Co. shall mean Cede & Co., as nominee of DTC.

Code shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and the regulations promulgated thereunder.

Construction Fund shall mean the special account created by the Resolution, from which the Costs of Acquisition and Construction of a Project shall be paid.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement between the Regents and the Trustee as Dissemination Agent with respect to the Series 2014 Bonds.

Cost(s) of Issuance shall mean printing, Rating Agency fees, legal fees, underwriting fees, fees and expenses of the Trustee, bond insurance premiums, if any, and all other fees, charges, and expenses with respect to or incurred in connection with the issuance, sale, and delivery of a series of Bonds.

Debt Service for any period shall mean, as of any date of calculation, an amount equal to the Principal Installment and interest accruing during such period on the Bonds, plus any Payment due under a Parity Payment Agreement. Such Debt Service on the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of the Principal Installment on the Bonds on the due date thereof. For any Series of Variable Rate Bonds bearing interest at a variable rate which cannot be ascertained for any particular Fiscal Year, it shall be assumed that such Series of Variable Rate Bonds will bear interest at a fixed rate equal to the higher of (i) the average of the variable rates applicable to such Series of Variable Rate Bonds during any twenty-four month period ending within thirty (30) days prior to the date of computation, or (ii) 110% of the Bond Buyer 25 Revenue Bond Index most recently published prior to the computation date but bearing interest at a fixed rate. There shall be excluded from "Debt Service" (i) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, and (ii) principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 57-504, Idaho Code, and such proceeds or the earnings thereon are required to be applied to pay such principal (subject to the possible use to pay the principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such principal.

Debt Service Account shall mean the account of that name created within the Bond Fund by the Resolution which acts as a reserve for certain Bonds, but not the 2014 Bonds.

Debt Service Reserve Account shall mean the account of that name created within the Bond Fund by the Resolution.

Direct Obligations means noncallable Government Obligations.

Direct Payments means the interest subsidy payments received by the University from the United States Treasury pursuant to Section 6431 of the Code or other similar programs with respect to Series 2010C Bonds issued under the Resolution.

DTC means The Depository Trust Company, New York, New York.

DTC Participants shall mean those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

Educational Activities Revenues shall mean revenues generated incidentally to the conduct of instruction, research and public service activities, such as unrestricted revenues generated by the University's testing and training services, labs, sales of scientific materials, sales of miscellaneous services and products, and agriculture and forest products.

Estimated Pledged Revenues means, for any year, the estimated Pledged Revenues for such year, based upon estimates prepared by the Bursar and approved in accordance with procedures established by the Regents. In computing Estimated Pledged Revenues, Pledged Revenues may be adjusted as necessary to reflect any changed schedule of fees or other charges adopted and to become effective not later than the

next succeeding Fiscal Year of the University and any estimated gain in enrollments of students subject to payment of fees in the academic year next succeeding the delivery of a series of bonds in connection with which an estimate is made. In estimating Operation and Maintenance Expenses, recognition shall be given to any other revenues which may be designated by the Regents and to any anticipated change in the Operation and Maintenance Expenses. Amounts reasonably anticipated to be paid from sources other than Pledged Revenues may be excluded from the estimated Operation and Maintenance Expenses.

Event of Default shall mean one or more of the events enumerated in the Resolution and described here in **Appendix D** – "Events of Default and Remedies of Registered Owners."

F&A Recovery Revenues shall mean the revenues received by the University as reimbursement for facility and administrative costs in conjunction with grants and contracts for research activities conducted by the University.

Facility Fees shall mean such fees designated and set from time to time by the Regents and the University, imposed upon each full-time and part-time on-campus student in attendance at the University for facilities at the University.

Fiscal Year shall mean the annual accounting period of the University, beginning July 1 in a year and ending June 30 of the following year.

Fitch means Fitch Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Regents, with notice to the Trustee.

General Account Appropriated Funds shall mean general account appropriated funds of the State of Idaho which in accordance with governmental accounting standards and the University's audited financial statements are treated as non-operating revenues and accordingly such revenues are not included in the definition of Other Operating Revenues for purposes of generating Pledged Revenues under the Resolution, and in any event are excluded from Pledged Revenues.

General Revenue Bond System means the single revenue bond system created under the Resolution under which the Series 2014 Bonds are issued and Additional Bonds may be issued.

Generally Accepted Accounting Principles shall mean those accounting principles applicable in the preparation of financial statements of business corporations as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

Government Obligations means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("**SLGS**");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "**REFCORP strips**").

Housing System shall mean the University's system of (i) on campus, student group housing facilities and related facilities, including family student housing; and (ii) the Residence Hall System.

Investment Income shall include investment earnings on all unrestricted University funds and accounts.

Investment Securities shall mean and include any securities authorized to be acquired by the Treasurer of the State of Idaho pursuant to Section 67-1210 and 67-1210A, Idaho Code, or any successor Code section specifying legal investments.

Issue Date means, with respect to any Series 2014 Bonds, the date on which such Series 2014 Bonds are first delivered to the purchasers thereof.

Mandatory Redemption Amount(s) shall mean the mandatory deposits established for any Bonds as designated in a Supplemental Resolution. The portion of any Mandatory Redemption Amount remaining after the deduction of any amounts credited pursuant to the Resolution (or the original amount of any such Mandatory Redemption Amount if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Mandatory Redemption Amount for the purpose of calculation of Mandatory Redemption Amounts due on a future date.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Bond Year.

Moody's means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the Regents, with notice to the Trustee.

Net Proceeds, when used with reference to any series of Bonds, shall mean the aggregate principal amount of the series of Bonds, less the Costs of Issuance.

Non-Residential Food Service System means the University's system of providing food services for the University's students, faculty, staff, employees and invited guests at all University facilities on the Moscow campus, excluding board charges for food service in the University's Residence Hall System.

Opinion of Counsel means a written opinion of counsel satisfactory to the Regents and not objected to by the Trustee with respect to the Series 2014 Bonds.

Other Fees shall consist of the graduate/professional fee, law college dedicated fee, the architecture school dedicated fee, non-resident fee, the in service teacher education fee, and the western undergraduate education fee, general education fees for part-time and summer students which are currently designated by the Regents as the "Part-time Educational Fee" and "Summer School Fee" and such other fees as the University shall hereafter establish.

Other Operating Revenues shall mean revenues received by the University generated from miscellaneous sources, *i.e.*, fines and rent/lease revenues.

Outstanding, when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, sold and delivered under the Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their stated date of maturity, and (ii) the Bonds (or portion thereof) for the payment or redemption of which there has been separately set aside and held money for the payment thereof.

Parking System shall mean the on-campus parking system at the University campus in Moscow, Idaho.

Payment Date means, with respect to the Series 2014 Bonds, each April 1 and October 1, commencing April 1, 2015.

Pledged Revenues shall include (i) Tuition and Student Fees; (ii) Sales and Services Revenues; (iii) the F&A Recovery Revenues; (iv) Other Operating Revenues; (v) Investment Income; (vi) Direct Payments; (vii) proceeds from the sale of a Series of Bonds and moneys and investment earnings thereon, except as otherwise provided in the Resolution or a Supplemental Resolution; and (viii) such other revenues as the Regents shall designate as Pledged Revenues.

Notwithstanding the definition set forth above and, in particular, notwithstanding clause (viii) in no event shall Pledged Revenues include (i) General Account Appropriated Funds or (ii) Restricted Fund Revenues.

President shall mean the president of the Regents.

Principal Installment shall mean, as of any date of calculation and with respect to any series of Bonds then Outstanding, (A) the principal amount of Bonds of such series due on a certain future date for which no Mandatory Redemption Amounts have been established, or (B) the unsatisfied balance (determined as provided in the definition of Mandatory Redemption Amount in this section) of any Mandatory Redemption Amount due on a certain future date for Bonds of such series, plus the amount of the mandatory redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to such unsatisfied balance of such Mandatory Redemption Amount, or (C) if such future dates coincide as to different Bonds of such series, the sum of such principal amount of Bonds and of such unsatisfied balance of such Mandatory Redemption Amount due on such future date plus such applicable redemption premiums.

Private Person shall mean any natural person engaged in a trade or business, the United States of America or any agency thereof, or any trust, estate, partnership, association, company or corporation. A state or local governmental unit is not a private person.

Private Person Use shall mean the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property.

Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Project shall mean any "project" as defined in the Act that is financed with the proceeds of Bonds or Additional Bonds issued under the Resolution.

Project Account shall mean an account established by the Trustee within the Construction Fund for a Project.

Rating Agency means Fitch, S&P, Moody's or any other nationally recognized rating agency, in each case then providing or maintaining a rating on the Series 2014 Bonds at the request of the Regents.

Rebate Fund means the fund by that name established by the Resolution.

Record Date shall mean the 15th day of the calendar month next preceding any interest payment date, as provided in the Resolution.

Regents shall mean the Board of Regents of the University of Idaho.

Registered Owner or Owner(s) shall mean the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of the Resolution.

Replacement Bonds shall mean the Bonds described as such in the Resolution, and any Additional Bonds issued as Replacement Bonds in accordance therewith.

Residence Hall System means the University's on-campus residence hall housing facilities, including the Wallace Residence Hall and Cafeteria Complex, the McConnell Residence Hall, the Gault-Upham Residence Hall and the Theophilus Tower Residence Hall, and food service and dining facilities and related and subordinate facilities.

Restricted Fund Revenues shall mean all revenues that the University is obligated to spend in accordance with restrictions imposed by external third parties, such as revenues from grants, contracts, gifts and scholarships.

Revenue Fund shall mean the Revenue Fund established by the Resolution.

S&P means Standard & Poor's Ratings Services, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the Regents, with notice to the Trustee.

Sales and Services Revenues shall include all revenues generated through operations of the Auxiliary Enterprises and the Educational Activities Revenues.

Secretary means the secretary of the Regents.

Securities Depository shall mean DTC, or any successor Securities Depository appointed pursuant to the Resolution.

Series 2005A Bonds means the $30,740,000 principal amount of General Revenue Refunding Bonds, Series 2005A.

Series 2007B Bonds means the $35,035,000 Adjustable Rate General Revenue Refunding Bonds, Series 2007B.

Series 2010A Bonds means the $3,975,000 principal amount of General Revenue Refunding Bonds, Series 2010A.

Series 2010B Bonds means the $10,150,000 principal amount of General Revenue Bonds, Series 2010B.

Series 2010C Bonds means the $13,145,000 principal amount of Taxable General Revenue Bonds, Series 2010C.

Series 2011 Bonds means the $58,930,000 principal amount of Series 2011 Bonds.

Series 2013A Bonds means the General Revenue and Refunding Bonds, Series 2013A, of the Regents authorized by the 2013 Supplemental Resolution.

Series 2014 Project means the financing of various capital improvements.

Series 2014 Project Account means the account established under the 2014 Supplemental Resolution into which shall be deposited certain proceeds of the Series 2014 Bonds.

Series 2014 Bondholder, Holder and Bondholder means the holder of any Series 2014 Bond.

Series 2014 Bonds means the General Revenue Bonds, Series 2014A.

Series 2014 Costs of Issuance shall mean the Costs of Issuance incurred in connection with the issuance, sale and delivery of the Series 2014 Bonds.

Series 2014 Costs of Issuance Fund shall mean the fund established pursuant to the 2014 Supplemental Resolution into which shall be deposited the portion of the proceeds of the Series 2014 Bonds necessary to pay the Series 2014 Costs of Issuance, as further provided in the 2014 Supplemental Resolution.

Student Fees shall consist of Tuition Fees, Activity Fees, Facility Fees, the Technology Fee, and Other Fees.

Supplemental Resolution means any resolution amending or supplementing the terms of the Resolution in full force and effect which has been duly adopted and approved by the University under the Act; but only if and to the extent that such Supplemental Resolution is adopted in accordance with the provisions of the Resolution.

Taxable Series 2013B Bonds means the Taxable General Revenue Bonds, Series 2013B of the Regents authorized by the 2013 Supplemental Resolution.

Technology Fee shall include the Student Computing and Network Access Fee to support the University's technological operations, as assessed against full-time and part-time students at the University and as said fees now exist and may hereafter be revised by the Regents or the University.

Terms Certificate means one or more certificates of the Regents signed by the Bursar or authorized designee in substantially the form attached to the 2014 Supplemental Resolution, specifying certain terms of the Series 2014 Bonds.

Trustee shall mean Wells Fargo Bank, N.A., Boise, Idaho, which shall also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Series 2014 Bonds, or its successors in functions, as now or hereafter designated.

Tuition and Student Fees shall consist of the Tuition Fee, the Activity Fees, the Facility Fees, the Technology Fee, and Other Fees.

Tuition Fee(s) shall mean the student tuition established by the Regents. Tuition fees are defined as the fees charged for any and all educational costs at University. Tuition fees include, but are not limited to, costs associated with academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

2005 Amendments means amendments to the Resolution as described in the 2005A Supplemental Resolution.

2005A Supplemental Resolution means the Supplemental Resolution of the Regents adopted on January 24, 2005.

2007 Amendments means amendments to the Resolution as described in the 2007 Supplemental Resolution.

2007 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on October 11, 2007, authorizing the Series 2007 Bonds and making the 2007 Amendments.

2010 Amendments means amendments to the Resolution as described in the 2010 Supplemental Resolution.

2010 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on February 18, 2010, authorizing the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds and the Series 2011 Bonds.

2013 Amendments means amendments to the Resolution as described in the 2013 Supplemental Resolution.

2014 Supplemental Resolution means the Supplemental Resolution of the Regents adopted on June 19, 2014, authorizing the Series 2014 Bonds.

Underwriter shall mean George K. Baum and Company, or its successor in function, as the original purchaser of the Series 2014 Bonds.

University shall mean the University of Idaho, at Moscow, Idaho, a body politic and corporate pursuant to the provisions of Article 9, Section 10, Idaho Constitution and Section 33-2801, Idaho Code.

Written Certificate of the University shall mean an instrument in writing signed on behalf of the University by a duly Authorized Officer thereof. Every Written Certificate of the University, and every certificate or opinion of counsel, consultants, accountants or engineers provided for in the Resolution shall include: (A) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Resolution to which such certificate, request, statement or opinion relates; (B) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based; (C) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and (D) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

APPENDIX D

Summary of the Resolution

[UPDATE]

The following is a summary of certain provisions of the Resolution as supplemented and amended by Supplemental Resolutions, including the Supplemental Resolution adopted June 19, 2014 (the "**2014 Supplemental Resolution**"), and is not to be considered a full statement thereof. Reference is made to the Resolution and the 2014 Supplemental Resolution. The Resolution and all Supplemental Resolutions are on file at the University, c/o Ronald Smith, Bursar, Administration Building, Room 211, P.O. Box 443168, Moscow, Idaho 83844-3166; or at the office of the Trustee, Wells Fargo Bank, N.A., 877 Main Street, Third Floor, Boise, Idaho 83702. See also "THE SERIES 2014 BONDS" and "SECURITY FOR THE SERIES 2014 BONDS" in the body of the Official Statement.

GENERAL PROVISIONS RELATING TO THE BONDS

Authorization of Bonds

Bonds designated as "General Revenue Bonds" are authorized to be issued by the Regents under the Resolution. The maximum principal amount of the Bonds which may be issued is not limited; provided, however, that the Regents reserve the right to limit or restrict the aggregate principal amount of the Bonds which may at any time be issued or Outstanding under the Resolution. Bonds may be issued in such Series as from time to time shall be established and authorized by the Regents subject to the provisions of the Resolution. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Resolutions. The designation of the Bonds shall include, in addition to the name "General Revenue Bonds," such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Regents may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Each Bond shall recite in substance that it is payable from and secured by the Pledged Revenues of the University pledged for the payment thereof.

Terms of Bonds

The principal of and interest on, and the redemption price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee or of any Paying Agent at the option of a Registered Owner. Payment of interest on any fully registered Bond shall be (i) made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner, or (ii) with respect to units of $500,000 or more of Bonds, made by wire transfer to the Registered Owner as of the close of business on the Record Date next preceding the interest payment date if such Registered Owner shall provide written notice to the Trustee not less than fifteen (15) days prior to such interest payment date at such wire transfer address as such Registered Owner shall specify, except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the Registered Owners in whose name any such Bond is registered at the close of business on the fifth Business Day next preceding the date of payment of such defaulted interest.

The Bonds of any Series may be issued only in fully registered form without coupons in Authorized Denominations.

Execution of Bonds

The Bonds shall be signed on behalf of the Regents by the manual or facsimile signature of its President, attested by the manual or facsimile signature of its Secretary, and countersigned by the manual or facsimile signature of the Bursar of the University, and the seal of the University shall be thereunto affixed by the Secretary of the Regents, which may be by a facsimile of the University's seal which is imprinted upon the Bonds.

Transfer or Exchange of Bonds

Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bond at the principal corporate trust office of the Trustee for cancellation and issuance of a new Bond registered in the name of the transferee, in exchange therefor; provided, however, the Trustee shall not be required to transfer the Bonds within fifteen (15) calendar days of a principal or interest payment.

Lost, Stolen, Mutilated or Destroyed Bonds

In case any Bond shall be lost, stolen, mutilated or destroyed, the Trustee may authenticate and deliver a new Bond or Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the University and the Trustee in connection therewith and upon his filing with the University and the Trustee evidence satisfactory to the University and the Trustee of his ownership thereof, and upon furnishing the University and the Trustee with indemnity satisfactory to the University and the Trustee.

Registration

In the Resolution, the University adopts a system of registration with respect to the Bonds as required by Title 57, chapter 9, Idaho Code, as amended.

Book-Entry-Only System

The Series 2014 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2014 Bonds, except in the event the Trustee issues Replacement Bonds as provided in the Resolution.

Additional Bonds

The University reserves the right to issue Additional Bonds secured equally and ratably with all Bonds issued under the Resolution by a pledge of (i) Pledged Revenues and (ii) the funds established by the Resolution, upon the conditions set forth in Article VII of the Resolution and as described in the Official Statement.

Investment of Funds

Monies held by the University or the Trustee in funds or accounts under the Resolution shall be invested in Investment Securities.

PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Pledge of Pledged Revenues

In the Resolution, the University pledges for the payment of the Bonds, equally and ratably, the Pledged Revenues. The Pledged Revenues shall not, except as provided in the Resolution, be used for any other purpose while any of the Bonds issued under the Resolution, including the Series 2014 Bonds, remain Outstanding. Except as provided in the Resolution, this pledge shall constitute a first and exclusive lien on the Pledged Revenues for the payment of the Bonds in accordance with the terms of the Resolution.

Confirmation and Establishment of Funds

The following Funds are established under the Resolution:

A. Revenue Fund to be held by the University;

B. Construction Fund to be held by the University;

C. Bond Fund, consisting of a Debt Service Account and a Debt Service Reserve Account (only with respect to the Series 2005A Bonds), to be held by the Trustee;

D. Cost of Issuance Fund to be held by the University;

E. Rebate Fund to be held by the University.

The 2014 Supplemental Resolution also creates in the Construction Fund the "Series 2014 Project Account" (related to the Series 2014 Bonds) and the "Series 2014 Costs of Issuance Account," all of which accounts are to be held by the University.

The Trustee may establish one or more separate and segregated subaccounts within the Debt Service Account or the Debt Service Reserve Account, if any, from time to time as shall be necessary.

Revenue Fund; Bond Fund; Flow of Funds

A. Required Deposits. The University shall deposit as received all Pledged Revenues into the Revenue Fund. The University shall deposit into the Debt Service Account in the Bond Fund the accrued interest, if any, received from the sale of a series of Bonds to the initial purchasers thereof. The University shall also deposit into the Debt Service Account the portion, if any, of the Net Proceeds designated as capitalized interest on a series of Bonds.

B. Permitted Deposits. At any time the University may deposit into the Revenue Fund or the Bond Fund such other funds and revenues that do not constitute Pledged Revenues, as the University may in its discretion determine.

C. Required Transfers. Moneys in the Revenue Fund shall be transferred to the Trustee for deposit in the Debt Service Account in the Bond Fund not later than five (5) days before any Payment Date, an amount equal to Debt Service coming due on such Payment Date. There may be credited against the foregoing transfer, however, any moneys deposited in the Debt Service Account which are available

to pay Debt Service on the Bonds and which have not previously been taken as a credit against the required transfers. Moneys in the Revenue Fund shall secondarily be transferred to the Trustee for deposit in the Debt Service Reserve Account in the Bond Fund as soon as practicable after moneys are withdrawn from the Debt Service Reserve Account in accordance with the Resolution.

The Trustee shall pay out of the Debt Service Account to the Registered Owners of the Bonds entitled to such payment on or before each Payment Date the amount of Debt Service payable on such date.

D. Remaining Amounts. Amounts remaining in the Revenue Fund at any time in excess of the amounts necessary to make the payments required above may be applied by the University, free and clear of the lien of the Resolution, to the extent permitted by law, (i) to the redemption of Bonds in accordance with the Resolution or (ii) for any other lawful purpose of the University.

Construction Fund/Project Account

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Resolution or any Supplemental Resolution.

The University may establish within the Construction Fund separate Project Accounts and may establish one or more subaccounts in each Project Account. Income received from the investment of moneys in any Project Account in the Construction Fund shall be credited to such Project Account. Upon completion of any Project, the relevant Project Account shall be closed, and all remaining amounts in such Project Account shall be transferred to the Debt Service Account in the Bond Fund.

Before any payment is made from any Project Account in the Construction Fund, the University shall execute a Written Certificate showing with respect to each payment to be made the name of the person to whom payment is due and the amount to be paid and certifying that the obligation to be paid was incurred and is a proper charge against the Project Account in the Construction Fund and in a reasonable amount against the Project Account in the Construction Fund and has not been theretofore included in a prior Written Certificate, and that insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the Project or delivered at the site of the Project for that purpose or delivered for storage or fabrication or as a progress payment due on equipment being fabricated to order.

Before any payment is made from the Project Account in the Construction Fund for the payment of Costs of Issuance, the University shall execute its Written Certificate, signed by an Authorized Officer of the University, stating, in respect of each payment to be made, (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid, (c) the particular item of the Cost of Issuance to be paid, and (d) that the cost or obligation in this stated amount is a proper item of the Cost of Issuance and has not been paid.

Bond Fund – Debt Service Reserve Account

There is no Debt Service Reserve Account for the Series 2014 Bonds and the Series 2014 Bonds are not secured by amounts on deposit in the Debt Service Reserve Account established with respect to the Series 2005A Bonds. See "SECURITY FOR THE SERIES 2014 BONDS – No Debt Service Reserve Account for the Series 2014 Bonds" in the front portion of the Official Statement to which this **Appendix D** is attached.

A. The University may not substitute a Reserve Account Credit Enhancement for the funds on deposit in the Debt Service Reserve Account, without the prior written consent of all insurers of Outstanding Series 2005A Bonds.

B. If on any Payment Date the amount in the Debt Service Account is less than the amount required to pay such Debt Service, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make said payments.

C. Any deficiency in the Debt Service Reserve Account created by a withdrawal as authorized by the preceding paragraph shall be replaced as soon as practicable by deposits of legally available moneys from the Revenue Fund, as provided in the Resolution, until the Debt Service Reserve Account is restored to the Reserve Account Requirement.

PAYMENT AGREEMENTS

The Resolution authorizes the Regents to enter into a Payment Agreement and to make a Payment Agreement Payment thereunder on a parity of lien with the payment of the Bonds if the Payment Agreement satisfies the requirements for Additional Bonds described in the Resolution (See "SECURITY FOR THE SERIES 2014 BONDS – Covenants – *Issuance of Additional Bonds*" in the front part of the Official Statement to which this **Appendix D** is attached for a description of requirements for issuance of Additional Bonds), taking into consideration regularly scheduled Payment Agreement Payments and Receipts (if any) under the Payment Agreement. The following shall be conditions precedent to the use of any Payment Agreement on a parity with the Bonds:

(i) The University shall obtain an opinion of Bond Counsel on the due authorization and execution of such Payment Agreement, the validity and enforceability thereof and opining that the action proposed to be taken is authorized or permitted by the Resolution or the applicable provisions of any Supplemental Resolution and will not adversely affect the excludability for federal income tax purposes of the interest on any Outstanding Bonds.

(ii) Prior to entering into a Payment Agreement, the University shall adopt a resolution which shall:

A. set forth the manner in which the Payments and Receipts are to be calculated and a schedule of Payment Agreement Payment Dates;

B. establish general provisions for the rights of the parties to Payment Agreements; and

C. set forth such other matters as the University deems necessary or desirable in connection with the management of Payment Agreements as are not clearly inconsistent with the provisions of the Resolution.

The Payment Agreement may oblige the University to pay, on one or more scheduled and specified Payment Agreement Payment Dates, the Payments in exchange for the Payor's obligation to pay or to cause to be paid to the University, on scheduled and specified Payment Agreement Payment Dates, the Receipts. The University may also enter into Payment Agreements that are not reciprocated by the other party to the agreement.

If the University enters into a Parity Payment Agreement, Payments shall be made from the Debt Service Account and Annual Debt Service shall include any regularly scheduled University Payments adjusted by any regularly scheduled Receipts during a Fiscal Year. Receipts shall be paid directly into the Debt Service Account. Obligations to make unscheduled payments, such a termination payments, may not be entered into on a parity with the Bonds. To the extent that a Parity Payment Agreement has been designated as a hedge of the interest rate features of either Fixed Rate Bonds or Bonds bearing variable rates of interest, Annual Debt Service during the term of such Parity Payment Agreement shall be modified to reflect such Parity Payment Agreement.

Nothing in the Resolution precludes the University from entering into Payment Agreements with a claim on Pledged Revenues junior to that of the Bonds. Furthermore, nothing in the Resolution precludes the University from entering into obligations on a parity with the Bonds in connection with the use of Payment Agreements or similar instruments if the University obtains an opinion of Bond Counsel that the obligations of the University thereunder are consistent with the Resolution.

For purposes of the foregoing Payment Agreements provisions of the Resolution, the following terms have the following meanings:

"Payment" means any payment required to be made by or on behalf of the University under a Payment Agreement and which is determined according to a formula set forth in the Payment Agreement.

"Parity Payment Agreement" means a Payment Agreement under which the University's payment obligations are expressly stated to be secured by a pledge of and lien on Pledged Revenues on an equal and ratable basis with the Pledged Revenues required to be paid into the Bond Fund to pay and secure the payment of the principal of and interest on Outstanding Bonds.

"Payment Agreement" means a written agreement, for the purpose of managing or reducing the University's exposure to fluctuations or levels of interest rates, currencies or commodities or for other interest rate, investment, asset or liability management purposes, entered into on either a current or forward basis by the University and a Qualified Counterparty, all as authorized by any applicable laws of the State. Such agreement may or may not be characterized by a structure of reciprocity of payment.

"Payment Agreement Payment Date" means any date specified in the Payment Agreement on which a Payment or Receipt is due and payable under the Payment Agreement.

"Receipt" means any payment (designated as such by a resolution) to be made to, or for the benefit of, the University under a Payment Agreement by the Payor.

"Payor" means a Qualified Counterparty to a Payment Agreement that is obligated to make one or more payments thereunder.

"Qualified Counterparty" means a party (other than the University or a party related to the University) who is the other party to a Payment Agreement that has or whose obligations are unconditionally guaranteed by a party whose long term debt is rated "A" or higher by Moody's and S&P and who is otherwise qualified to act as the other party to a Payment Agreement under any applicable laws of the State of Idaho.

COVENANTS CONCERNING THE TRUSTEE

Wells Fargo Bank, N.A., acts as Trustee under the Resolution and also acts as paying agent, bond registrar, authenticating agent, and transfer agent with respect to the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and the Trustee shall not incur any liability in respect thereof. The Trustee shall not be liable in connection with the performance of its duties under the Resolution except for its own negligence, misconduct or default.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Resolution. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by the Resolution and use the same degree of care and skill in its exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee, after a successor Trustee has been duly appointed and has accepted the duties of Trustee in writing, may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than sixty (60) days' written notice to the University and to insurers of any outstanding Bonds.

The Trustee may be removed at any time by the University or by insurers of outstanding Bonds, so long as the respective insurer of any Bonds is not in default under its respective policy. Any Trustee appointed in succession to the Trustee shall (1) be a bank or trust company or national banking association, duly authorized to exercise trust powers, and (2) have a reported capital and surplus of not less than $75,000,000.

MODIFICATION OR AMENDMENT OF RESOLUTION

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may be modified or amended at any time by a Supplemental Resolution and pursuant to the affirmative vote at a meeting of Registered Owners, or with the written consent without a meeting, (1) of the Registered Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds then Outstanding, (2) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of each Series so affected and then Outstanding, and (3) in case the modification or amendment changes the terms of any Mandatory Redemption Amounts, of the Registered Owners of at least sixty percent (60%) in principal amount of the Bonds of the particular Series and maturity entitled to such Mandatory Redemption Amounts and then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Registered Owners of Bonds of such Series shall not be required and Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification of amendment shall (x) extend the fixed maturity of any Bond, or reduce the principal amount or redemption price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Registered Owner of each Bond so affected, or (y) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Resolution, without the

consent of the Registered Owners of all of the Bonds then Outstanding, or (z) without its written consent thereto, modify any of the rights or obligations of the Trustee.

The Resolution or any Supplemental Resolution and the rights and obligations of the University and of the Registered Owners of the Bonds may also be modified or amended at any time by a Supplemental Resolution, without the consent of any Registered Owners, but only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the University in the Resolution contained, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved in the Resolution to or conferred upon the University;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Resolution, or in regard to questions arising under the Resolution, as the University may deem necessary or desirable, and which shall not adversely affect the interests of the Trustee or the Registered Owners of the Bonds;

(3) to provide for the issuance of a Series of Bonds, and to provide the terms and conditions under which such Series of Bonds may be issued, subject to and in accordance with the provisions of Article VII of the Resolution;

(4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 9 of Title 57, Idaho Code; and

(5) during the term of any credit enhancement agreements (including, without limitation, standby bond purchase agreements and letters of credit) permitted in Section 57-231, Idaho Code, to amend any provisions of the Resolution which is intended solely to be for the benefit of the issuer of the credit enhancement agreement.

Such Supplemental Resolution shall become effective as of the date of its adoption or such later date as shall be specified in such Supplemental Resolution.

Copies of any modification or amendment to the Resolution shall be sent to any Rating Agency maintaining a rating on the Bonds at least ten (10) days prior to the effective date thereof.

EVENTS OF DEFAULT AND REMEDIES OF REGISTERED OWNERS

Events of Default

If any one or more of the following Events of Default shall occur, it is an "event of default" under the Resolution:

(1) failure to make the due and punctual payment of any Principal Installment of a Bond when and as the same shall become due and payable, whether at maturity, by call for redemption, or declaration or otherwise;

(2) failure to make the due and punctual payment of any installment of interest on any Bond or any Mandatory Redemption Amount, when and as such interest installment or any Mandatory Redemption Amount shall become due and payable;

(3) failure by the University to perform or observe any other of the covenants, agreements, or conditions on its part in the Bond Resolution or in the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the University by the Trustee specifying such failure and requiring the same to remedied, which period of thirty (30) days may not be extended by more than thirty (30) additional days without the prior written consent of all insurers of outstanding Bonds issued under the Resolution;

(4) a judgment for the payment of money shall be rendered against the University, and any such judgment shall not be discharged within one hundred twenty (120) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree of process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof;

(5) dissolution or liquidation of the University or the filing by the University of a voluntary petition in bankruptcy, or the commission by the University of any act of bankruptcy, or adjudication of the University as a bankrupt, or assignment by the University for the benefit of its creditors, or the entry by the University into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the University in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted;

(6) if an order or decree shall be entered, with the consent or acquiescence of the University, appointing a receiver or receivers of the Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the University, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof; and

(7) any event of default specified in a Supplemental Resolution;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the Outstanding amount of the Bonds shall have already become due and payable, the Trustee (by thirty (30) days' written notice to the University), or the Registered Owners of not less than twenty five percent (25%) of the Bonds then Outstanding (by notice in writing to the University and the Trustee) may declare the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately and upon any such declaration the same shall become and be immediately due and payable, anything in the Resolution or in the Bonds contained to the contrary notwithstanding.

Notwithstanding the foregoing, neither the Registered Owners of twenty-five percent (25%) of the Uninsured Bonds then Outstanding, nor the Owners of twenty-five percent (25%) of any series of Bonds then Outstanding, nor the Trustee, may declare any other series of Bonds immediately due and payable without the prior written consent of the relevant insurer of such series of Bonds.

Rights and Remedies of Registered Owners

A. No Registered Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, with respect to the Resolution, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless

(1) such Registered Owner has previously given written notice to the Trustee of a continuing Event of Default;

(2) the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee;

(3) such Registered Owners have offered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request;

(4) the Trustee for sixty (60) days after its receipt of such notice, request, and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such sixty (60) day period by the Registered Owners of a majority in principal amount of the Bonds; it being understood and intended that no one or more Registered Owner of Bond shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Resolution to affect, disturb, or prejudice the rights of any other Registered Owner of Bonds, or to obtain or to seek to obtain priority or preference over any other Registered Owner, or to enforce any right under the Resolution, except in the manner provided and for the equal and ratable benefit of all the Registered Owners of Bonds.

B. The Registered Owners of a majority in principal amount of the Outstanding Bonds shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, provided that:

(1) such direction shall not be in conflict with any rule of law or the Resolution,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Registered Owners not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

DEFEASANCE

A. If the University shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of all Bonds the principal of or redemption price, if applicable, and interest due or to become due thereon, if applicable, at the times and in the manner stipulated therein and in the Resolution, or such Bonds shall have been deemed to have been paid as provided in the Supplemental Resolution authorizing a Series of Bonds, then the pledge of any Pledged Revenues, and other moneys, securities and funds pledged under the Resolution and all covenants, agreements and other obligations of the University to the Registered Owners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the University to be prepared and filed with the University and, upon the request of the University, shall execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the University all

moneys or securities held by it pursuant to the Resolution which are not required for the payment of principal or redemption price, if applicable, on Bonds.

B. Bonds or interest installments the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity shall be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section. All Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this section if (1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail to the Registered Owners of such Bonds, notice of redemption of such Bonds on said date, (2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment Securities, as approved by insurers of any Outstanding Bonds, (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or redemption price, as applicable, and interest due and to become due, if applicable, on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, without adversely affecting the tax-exempt status of the interest on said Bonds taxable under the Code, and (3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Registered Owners of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, as applicable, and interest due and to become due if applicable on said Bonds.

The 2007 Supplemental Resolution amended the defeasance provisions of the Resolution described in paragraph (B)(2) above to permit investment of escrowed funds in certain noncallable governmental obligations without consent of insurers of any Outstanding Bonds to such investment.

APPENDIX E

Depository Trust Company Information

The following information concerning DTC and DTC's book-entry-only system has been extracted from a schedule prepared by DTC entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE," a source that the Regents, the University and the Underwriter believe to be reliable, but the Regents, the University and the Underwriter take no responsibility for the accuracy thereof. The contents of the DTC website referenced below are not incorporated in this Official Statement by such reference.

The Depository Trust Company ("**DTC**"), New York, NY, will act as securities depository for the Series 2014 Bonds. The Series 2014 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each of the Series 2014 Bonds, as set forth on the cover page hereof, each in the aggregate principal amount of each maturity of the Series 2014 Bonds and deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Series 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2014 Bonds on DTC's records. The ownership interest of each actual purchaser of Series 2014 Bonds ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in Series 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2014 Bonds, except in the event that use of the book-entry system for a series of Series 2014 Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of a series of Series 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of Series 2014 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts Series 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

As long as the book-entry system is used for Series 2014 Bonds, the Trustee and the Regents will give any notices required to be given to Owners of Series 2014 Bonds only to DTC. Any failure of DTC to advise any Direct Participant, or of any Direct Participant to notify any Indirect Participant, or of any Direct Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the action premised on such notice. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2014 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Series 2014 Bonds may wish to ascertain that the nominee holding the Series 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them. Redemption notices shall be sent to DTC as long as it is securities depository for the Series 2014 Bonds. If less than all of the Series 2014 Bonds of a single maturity are being redeemed, DTC's practice is to determine by lot the amount of interest of each Direct Participant in such issue to be redeemed. Redemption notices shall be sent to DTC. If less than all of the Series 2014 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2014 Bonds unless authorized by a Direct Participant on accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Regents as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Series 2014 Bonds are to be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Regents or Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or its nominee, the Paying Agent or the Regents, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Regents or the Paying Agent; disbursement of such payments to Direct Participants shall be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2014 Bonds at any time by giving reasonable notice to the Regents or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Series 2014 Bonds are required to be printed and delivered.

The Regents may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Series 2014 Bonds will be printed and delivered.

APPENDIX F

Opinions of Co-Bond Counsel for Series 2014 Bonds

July __, 2014

University of Idaho
P.O. Box 443168
Moscow Idaho 83844-3168

RE: The Regents of the University of Idaho General Revenue Bonds, Series 2014A

We have acted as co-bond counsel to the Regents of the University of Idaho (the "Regents") in connection with the issuance by the Regents of their General Revenue Bonds, Series 2014A (the "Bonds"). The Bonds are being issued pursuant to (i) Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended and (ii) a Resolution, adopted by the Regents on November 22, 1991, as heretofore amended, supplemented, and restated, and as further supplemented and amended by a supplemental resolution of the Regents adopted on June 19, 2014 (collectively, the "Resolution"). The Bonds are being issued (i) to finance certain capital improvements of the University of Idaho (the "University"), and (ii) to pay costs of issuance associated with the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

Our services as co-bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing laws as follows:

1. The Resolution has been duly adopted by the Regents and constitutes a valid and binding obligation of the Regents enforceable upon the Regents.

2. The Resolution creates a valid lien on the amounts pledged thereunder for the security of the Bonds.

3. The Bonds are valid and binding limited obligations of the Regents, payable solely from the Pledged Revenues and other amounts pledged therefor under the Resolution.

4. Based on an analysis of currently existing laws, regulations, decisions and interpretations, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the

Internal Revenue Code of 1986. Interest on the Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however interest on the Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder; interest on the Bonds is exempt from State of Idaho personal income taxes;

In rendering our opinion, we wish to advise you that:

(i) The rights of the Owners of the Bonds and the enforceability thereof and of the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Bonds; and

(iii) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on the Bonds.

Respectfully submitted,

SKINNER FAWCETT LLP

BALLARD SPAHR LLP

THE REGENTS OF THE UNIVERSITY OF IDAHO

Supplemental Resolution Authorizing the
Issuance and Sale of

up to $52,000,000
General Revenue Bonds
Series 2014

Adopted June 19, 2014

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SUPPLEMENTAL RESOLUTION

A SUPPLEMENTAL RESOLUTION of the Regents of the University of Idaho authorizing the issuance and sale of General Revenue Bonds, Series 2014, in the principal amount of up to $52,000,000 (the "Series 2014 Bonds"), authorizing the execution and delivery of a Bond Purchase Agreement, Continuing Disclosure Agreement, Preliminary Official Statement, Final Official Statement and other documents, and providing for other matters relating to the authorization, issuance, sale and payment of the Series 2014 Bonds.

WHEREAS, the University of Idaho (the "University") is a state institution of higher education and body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho; and

WHEREAS, the Regents of the University of Idaho (the "Regents") are authorized, pursuant to the Educational Institutions Act of 1935, the same being Chapter 38, Title 33, Idaho Code (the "Act"), and the Constitution of the State of Idaho, to issue bonds for "projects" as defined in said Act; and

WHEREAS, the Regents are authorized pursuant to said Act and pursuant to Title 57, Chapter 5, Idaho Code, to issue bonds for "projects" as defined in said Act; and

WHEREAS, on November 22, 1991, the Regents adopted a Resolution, which has been subsequently amended and supplemented (as so amended and supplemented, the "Resolution" or "Bond Resolution") relating to the issuance and sale of facility revenue bonds, and providing among other things for the issuance of additional bonds for future projects or refunding purposes (the "Additional Bonds"), secured by Pledged Revenues (as defined in the Resolution); and

WHEREAS, the University is authorized under the provisions of Article VII of the Resolution to issue series of Additional Bonds upon compliance with the requirements of Section 7.2 of the Resolution; and

WHEREAS, the Regents have determined it is both necessary and economically feasible to equip and construct a research center and renovation of an education building and other improvements for the campus, including reimbursement for expenses already incurred (collectively, the "Series 2014 Project") by the issuance of facility revenue bonds in the manner provided by the Act; and

WHEREAS, the Regents have determined that the Series 2014 Project can be financed as a "project" in accordance with the Act; and

WHEREAS, in order to finance the Series 2014 Project, the Regents desire to issue the Series 2014 Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE REGENTS OF THE UNIVERSITY OF IDAHO AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in this Supplemental Resolution shall have the same meanings as set forth in the Resolution.

(b) As used in this Supplemental Resolution, unless the context shall otherwise require, the following terms shall have the following meanings:

"Approving Opinion" means an Opinion of Counsel to the effect that an action being taken is authorized by the applicable provisions of the Resolution and will not adversely affect the tax-exempt status of interest on the Series 2014 Bonds.

"Authorized Denomination" means $5,000 or any integral multiple thereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the Regents and the Underwriter pursuant to which the Series 2014 Bonds are to be sold.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement between the Regents and the Trustee, as Dissemination Agent, with respect to the Series 2014 Bonds.

"Electronic Notice" means notice through telecopy, telegraph, telex, facsimile transmission, internet, e-mail or other electronic means of communication.

"Fitch" means Fitch Ratings, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Regents, with notice to the Trustee.

"Issue Date" means, with respect to any Series 2014 Bonds, the date on which such Series 2014 Bonds are first delivered to the purchasers thereof.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the Regents, with notice to the Trustee.

"Nominee" means Cede & Co., as nominee of DTC, the initial Securities Depository for the Series 2014 Bonds, and any successor nominee of DTC and, if another Securities Depository replaces DTC as Securities Depository hereunder, any nominee of such substitute Securities Depository.

"Notice by Mail" or "notice" of any action or condition "by Mail" means a written notice meeting the requirements of this Supplemental Resolution mailed by first class mail, postage prepaid.

"Opinion of Counsel" means a written opinion of counsel satisfactory to the Regents and not objected to by the Trustee with respect to the Series 2014 Bonds.

"Parameters" means the maximum terms established hereby for the Series 2014 Bonds, within which the terms of the Series 2014 Bonds may be established in the Terms Certificate, such Parameters being set in Exhibit B attached hereto.

"Payment Date" means each April 1 and October 1, commencing on the date specified in the Terms Certificate.

"Preliminary Official Statement" means the Preliminary Official Statement of the Regents with respect to the Series 2014 Bonds.

"Principal Office" of the Trustee means the principal corporate trust office of the Trustee designated in writing to the University or such other office designated by the Trustee from time to time.

"Project Proceeds" means the portion of the proceeds due the Regents from the Underwriter to purchase the Series 2014 Bonds pursuant to Section 3.3(a) of this Supplemental Resolution for purposes of financing the Series 2014 Project.

"Rating Agency" means Fitch, S&P, Moody's or any other nationally recognized rating agency, in each case then providing or maintaining a rating on the Series 2014 Bonds at the request of the Regents.

"Resolution" means the Resolution adopted by the Regents on November 22, 1991, as previously amended and supplemented, including the Amendments as defined in the Supplemental Resolution dated January 24, 2005, the Supplemental Resolution dated October 11, 2007, the Supplemental Resolution dated March 17, 2010, the Supplemental Resolution dated February 18, 2010, the Supplemental Resolution dated April 18, 2013 and as amended and supplemented by this Supplemental Resolution.

"S&P" means Standard & Poor's Ratings Services, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the Regents, with notice to the Trustee.

"Series 2014 Bondholder," "Holder" and "Bondholder" mean the holder of any Series 2014 Bond.

"Series 2014 Costs of Issuance" means the Costs of Issuance incurred in connection with the issuance, sale and delivery of the Series 2014 Bonds.

"Series 2014 Costs of Issuance Fund" means the fund established pursuant to Section 3.2(b) hereof into which shall be deposited the portion of the proceeds of the Series 2014 Bonds necessary to pay the Series 2014 Costs of Issuance, as further provided in Article III hereof.

"Series 2014 Bonds" means the General Revenue Bonds, Series 2014, of the Regents authorized by this Supplemental Resolution.

"Series 2014 Project" means the financing of construction and equipping of a research center and renovation of an education building and other improvements for the campus.

"Series 2014 Project Account" means the account established under Section 3.2(a) hereof into which shall be deposited the Project Proceeds.

"Supplemental Resolution" means this Supplemental Resolution adopted by the Regents on June 19, 2014, authorizing the Series 2014 Bonds.

"Terms Certificate" means one or more certificates of the Regents signed by the Bursar, or authorized designee, in substantially the form of Exhibit C attached hereto, specifying certain terms of the Series 2014 Bonds.

"Tax Compliance Policies" means the tax compliance policies relating to tax-exempt governmental bonds previously adopted by the Regents.

"Underwriter" means George K. Baum & Company, or its successor in function, as the original purchaser of the Series 2014 Bonds.

Section 1.2 Authority for Supplemental Resolution; References to University. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution. References herein to the "University" shall be deemed to refer to the Regents or other appropriate authority thereof pursuant to the Act and other applicable laws.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2014 BONDS

Section 2.1 Authorization of Series 2014 Bonds, Principal Amount, Designation and Series; Confirmation of Pledged Revenues. The Series 2014 Bonds are hereby authorized for issuance, to be sold at a price not less than par and subject to the Parameters, in order to provide sufficient funds for (i) the financing of the Series 2014 Project, and (ii) paying costs of issuance, and in accordance with and subject to the terms, conditions and limitations established in the Resolution, as previously amended and as amended by this Supplemental Resolution. The Series 2014 Bonds shall be issued only in fully registered form, without coupons. The Series 2014 Bonds are secured by the pledge of the Pledged Revenues under Section 5.1 of the Resolution equally and ratably with all Outstanding Bonds issued under the Resolution.

Section 2.2 Finding and Purpose. The Regents hereby find, determine and declare:

(a) pursuant to Section 33-3805, Idaho Code, the Series 2014 Project are desirable and necessary for the proper operation of the University and are economically feasible;

(b) pursuant to Section 33-3805A, Idaho Code, the Series 2014 Project will not require state general account appropriated funds for construction, operation or maintenance;

(c) pursuant to Section 33-3806, Idaho Code, fees, rentals and other charges from those that are served by the Series 2014 Project shall be the same as those applicable to any existing project similar in nature and purpose, provided that there may be allowed reasonable differentials based on the condition, type, location and relative convenience of such other project, but the differentials shall be uniform as to all those similarly accommodated;

(d) pursuant to Section 33-3809, Idaho Code, this Supplemental Resolution does not contract a debt on behalf of, or in any way obligate the State of Idaho, or pledge, assign or encumber in any way, or permit the pledging, assigning or encumbering in any way of, appropriations made by the Legislature, or revenue derived from the investment of the proceeds of the sale, and from the rental of such lands as have been set aside by the Idaho Admission Bill approved July 3, 1890, or other legislative enactments of the United States, for the use and benefit of the respective state educational institutions;

(e) pursuant to Section 33-3810, Idaho Code, the Series 2014 Bonds shall be exclusively obligations of the University, payable only in accordance with the terms thereof and shall not be obligations general, special or otherwise of the State of Idaho; and

(f) the applicable requirements of Article VII of the Resolution relating to issuance of Additional Bonds will have been complied with upon the delivery of the Series 2014 Bonds.

Section 2.3 Issue Date. The Series 2014 Bonds shall be dated the date of original delivery thereof.

Section 2.4 Series 2014 Bonds.

(a) The Series 2014 Bonds shall be limited to the aggregate principal amount specified in the Terms Certificate, but within the Parameters, and shall be designated "General Revenue Bonds, Series 2014" or such other designation as the Regents may determine upon the issuance of said Bonds. The Series 2014 Bonds may have serial or other maturities, may be initially sold at a premium, and may have separate bonds with different interest rates but the same maturity, all within the Parameters and as specified in the Terms Certificate.

The Series 2014 Bonds shall bear interest at the rates and mature on the dates and in the principal amounts in each year as specified in the Terms Certificate. The Series 2014 Bonds shall bear interest from the date of original delivery, payable on the dates as specified in the Terms Certificate. Interest on the Series 2014 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

Section 2.5 Sale of Series 2014 Bonds.

(a) The Series 2014 Bonds authorized to be issued herein are hereby authorized for sale to the Underwriter in a principal amount (plus any original issue discount or premium) in compliance with the Parameters and as specified in the Terms Certificate. The Series 2014 Bonds may be sold with an Underwriter's discount or fee (but without a net reoffering discount) not exceeding the Parameters and as specified in the Terms Certificate, on the terms and conditions set forth in the Bond Purchase Agreement.

(b) To evidence the acceptance of the Bond Purchase Agreement, the Bursar is hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting and with such final rates and terms for the Series 2014 Bonds as are within the Parameters.

(c) The Preliminary Official Statement of the Regents prepared in connection with the offering of the Series 2014 Bonds, in substantially the form presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized for use by the Underwriter for distribution to prospective purchasers of the Series 2014 Bonds and other interested persons. The Bursar or authorized designee is hereby authorized to sign a certificate to "deem final" the Preliminary Official Statement pursuant to SEC Rule 15c2-12 in connection with the offering of the Series 2014 Bonds.

In order to comply with subsection (b)(5) of SEC Rule 15c2-12, the Underwriter shall provide in the Bond Purchase Agreement that it is a condition to delivery of the Series 2014 Bonds that the Regents and the Trustee shall have executed and delivered the related Continuing Disclosure Agreement. The Continuing Disclosure Agreement is proposed to be entered into between the Trustee and Regents and is hereby approved in all respects in substantially the form presented to the Regents with such changes, omissions, insertions and revisions as the Bursar shall approve, and the Bursar or authorized designee is hereby authorized to execute and deliver the Continuing Disclosure Agreement with respect to the Series 2014 Bonds.

The Bursar of the University and the President, Vice President, Vice President for Finance and Administration, and Secretary of the Regents, and any authorized designee of the same, are, and each of them is, hereby authorized to do or perform all such acts as may be necessary or advisable to comply with this Supplemental Resolution and/or the Bond Purchase Agreement and to carry the same into effect.

The final Official Statement of the Regents for the sale of the Series 2014 Bonds, in substantially the form of the Preliminary Official Statement presented at this meeting, with such changes, omissions, insertions and revisions as the Bursar shall approve, is hereby authorized, and the Bursar shall sign such final Official Statement and deliver such final Official Statement to the Underwriter for distribution to prospective purchasers of the Series 2014 Bonds and other interested persons, which signature shall evidence such approval.

Section 2.6 Delivery of Series 2014 Bonds. The Series 2014 Bonds shall be delivered to the Underwriter upon compliance with the provisions of the Resolution, at such times and places as provided in, and subject to, the provisions of the Bond Purchase Agreement.

Section 2.7 Form of Series 2014 Bonds. The form of the Series 2014 Bonds is attached to this Supplemental Resolution as Exhibit A and is incorporated herein by this reference.

Section 2.8 Book-Entry Only System.

(a) The Series 2014 Bonds shall initially be registered on the Bond Register in the name of Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Series 2014 Bonds, except in the event the Trustee issues Replacement Bonds as provided below. It is anticipated that during the term of the Series 2014 Bonds, the Securities Depository will make book-entry transfers among the DTC Participants and receive and transmit payments of principal of and interest on the Series 2014 Bonds until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described below. So long as any of the Series 2014 Bonds are registered in the name of Cede & Co, as nominee of the DTC, all payments with respect to principal of, premium, if any, and interest on the Series 2014 Bonds and all notices with respect to the Series 2014 Bonds shall be made and given in the manner provided in the Representations Letter.

(b) If the Securities Depository determines to discontinue providing its services with respect to the Series 2014 Bonds and the University cannot obtain a qualified successor Securities Depository, or if the University determines not to use the Book-Entry System of the Securities Depository, the University shall execute and the Trustee shall authenticate and deliver one or more Series 2014 Bond certificates (the "Replacement Bonds") to the DTC Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Series 2014 Bonds, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for redemption, if any. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2014 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and

performed by the Trustee, to the extent applicable with respect to such Replacement Bonds.

(c) With respect to Series 2014 Bonds registered in the name of Cede & Co. as nominee for the Securities Depository, neither the University nor the Trustee shall have any responsibility to any Beneficial Owner with respect to:

(i) the sending of transaction statements, or maintenance, supervision, or review of records of the Securities Depository;

(ii) the accuracy of the records of the Securities Depository or Cede & Co. with respect to any ownership interest in the Series 2014 Bonds;

(iii) the payment to any Beneficial Owner, or any person other than the Securities Depository, of any amount with respect to principal of, interest on, or redemption premium, if any, on the Series 2014 Bonds; or

(iv) any consent given or other action taken by the Securities Depository or Cede & Co. as owner of the Series 2014 Bonds.

(d) The University has executed and delivered to DTC the Representations Letter with respect to Bonds issued under the Resolution. Such Representations Letter is for the purpose of effectuating the initial Book-Entry System for the Series 2014 Bonds through DTC as Securities Depository and shall not be deemed to amend, supersede or supplement the terms of this Bond Resolution which are intended to be complete without reference to the Representations Letter. In the event of any conflict between the terms of the Representations Letter and the terms of this Supplemental Resolution, the terms of this Supplemental Resolution shall control. The Securities Depository may exercise the rights of a Registered Owner hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Section 2.9 Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the University, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the Trustee shall cause the authentication and delivery of Series 2014 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 2.10 Submittal to Attorney General. There shall promptly be submitted to the Attorney General of the State of Idaho by the Secretary of the Regents a certified

copy of this Supplemental Resolution, together with the proceedings had in its adoption, in order that the Attorney General may examine into and pass upon the validity of the Series 2014 Bonds and the regularity of such proceedings, in the manner and with the effect specified in chapter 38 of Title 33, Idaho Code, as amended.

Section 2.11 Further Authority. The Bursar or any authorized designee thereof and such other officers of the Regents or University as may be required, are hereby authorized and directed to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale, registration and delivery of the Series 2014 Bonds, including, without limitation, the Official Statement and the Terms Certificate.

Section 2.12 Tax Exemption of Bonds.

(a) The Bursar is hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2014 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2014 Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Regents contained in this Section 2.12 will be complied with and (v) interest on the Series 2014 Bonds is not and will not become includible in gross income for federal income tax purposes under the Code and applicable Regulations.

(b) The Regents and the University covenant and certify to and for the benefit of the Series 2014 Bondholders from time to time of the Series 2014 Bonds that:

(i) the University will at all times comply with the provisions of any Tax Certificates;

(ii) the University will at all times comply with the rebate requirements contained in Section 148(f) of the Code, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made and the timely payment to the United States, of all amounts, including any applicable penalties and interest, required to be rebated;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2014 Bonds, or any funds or accounts of the University which may be deemed to be proceeds of the Series 2014 Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2014 Bonds, would have caused the Series 2014 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) the University will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series

2014 Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the University that are reasonably expected to be paid out of substantially the same source of funds as the Series 2014 Bonds have been or will be issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2014 Bonds and ending 15 days following the delivery of the Series 2014 Bonds, other than the Series 2014 Bonds; and

(vi) the University will not take any action that would cause interest on the Series 2014 Bonds to be or to become ineligible for the exclusion from gross income of the Series 2014 Bondholders of the Series 2014 Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Series 2014 Bonds to be or to become ineligible for the exclusion from gross income of the Series 2014 Bondholders of the Series 2014 Bonds as provided in Section 103 of the Code.

Pursuant to these covenants, the Regents and the University obligate themselves to comply throughout the term of the issue of the Series 2014 Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

ARTICLE III

CREATION OF ACCOUNTS; APPLICATION OF SERIES 2014 BOND PROCEEDS

Section 3.1 Pledge of Pledged Revenues. Subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Pledged Revenues have been and are hereby irrevocably pledged as described in Section 5.3 of the Resolution first, to the payment of the principal of, premium, if any, and interest on all Bonds Outstanding under the Resolution (including the Series 2014 Bonds), second, to the replenishment of any Debt Service Reserve Account as may be required by Section 5.5 of the Resolution, and thereafter for the purposes specified in Section 5.3D of the Resolution.

Section 3.2 Creation of Funds and Accounts. In connection with the issuance of the Series 2014 Bonds, the University hereby establishes the following funds and accounts:

(a) Within the Construction Fund, the Series 2014 Project Account to be held by the University; and

(b) the Series 2014 Costs of Issuance Fund, to be held by the University.

Section 3.3 Application of Proceeds of Series 2014 Bonds. Proceeds of the sale of the Series 2014 Bonds shall be applied as follows:

(a) The Project Proceeds, in the amount specified in the Terms Certificate, shall be deposited to the Series 2014 Project Account, held by the University. Upon completion of the Series 2014 Project and payment of all costs related thereto, any remaining proceeds in the Series 2014 Project Account shall be transferred by the University to the Trustee for deposit in the Debt Service Account in the Bond Fund for payment of the Series 2014 Bonds; and

(b) The amount necessary to pay the Series 2014 Costs of Issuance, in the amount specified in the Terms Certificate, shall be deposited to the Series 2014 Costs of Issuance Fund held by the University. Any balance remaining in the Series 2014 Costs of Issuance Fund, after payment of the Series 2014 Costs of Issuance, shall be deposited to the Series 2014 Project Account.

Section 3.4 Investment of Moneys. Any moneys in any of the funds and accounts to be established by the Trustee pursuant to this Supplemental Resolution (other than the Bond Purchase Fund) shall be invested pursuant to the terms of the Resolution.

Section 3.5 Repayment to the Regents. When there are no longer any Series 2014 Bonds Outstanding under the Resolution, and all fees, charges and expenses of the Trustee, and the Regents have been paid or provided for, and all other amounts payable hereunder have been paid, the Trustee shall pay to the University any amounts remaining in any fund established and held hereunder for the Series 2014 Bonds.

ARTICLE IV

REDEMPTION OF SERIES 2014 BONDS

Section 4.1 Redemption of Series 2014 Bonds.

(a) *Optional Redemption*. The Series 2014 Bonds shall be subject to optional redemption as described in the Terms Certificate.

(b) *Mandatory Sinking Fund Redemption*. The Series 2014 Bonds shall be subject to mandatory sinking fund redemption as described in the Terms Certificate.

Section 4.2 Selection of Series 2014 Bonds for Redemption. The principal amount on maturity of the Series 2014 Bonds to be redeemed shall be as specified by the University. If less than all of the Series 2014 Bonds of a series and maturity are called for redemption, the Trustee shall select the Series 2014 Bonds or any given portion thereof of such series and maturity to be redeemed by lot in such manner as it may determine. For the purpose of any such selection the Trustee shall assign a separate number for each minimum Authorized Denomination of each Series 2014 Bond of such maturity of a denomination of more than such minimum; provided, that following any such selection, the portion of such Series 2014 Bond to remain Outstanding shall be in an Authorized Denomination. The Trustee shall promptly notify the University in writing of

the numbers of the Series 2014 Bonds or portions thereof so selected for redemption. Notwithstanding the foregoing, if less than all of the Series 2014 Bonds of a maturity are to be redeemed at any time while the Series 2014 Bonds of such maturity are Book-Entry Bonds, selection of the Series 2014 Bonds to be redeemed shall be made in accordance with customary practices of DTC or any other applicable Securities Depository, as the case may be.

Section 4.3 Notice of Redemption.

(a) Unless waived by any Holder of the Series 2014 Bonds, the Trustee, for and on behalf of the University, shall give notice of the redemption of any Series 2014 Bond pursuant to the terms of the Resolution, including the following: by first class mail, postage prepaid, not less than thirty-five (35) days nor more than sixty (60) days prior to the redemption date (i) to the registered owner of such Series 2014 Bond at the address shown on the Bond Register on the date such notice is mailed and (ii) to one or more national information service that disseminate notices of redemption of obligations such as the Series 2014 Bonds. Each notice of redemption shall state the date of such notice, the Issue Date, the redemption date, the redemption price, the place of redemption (including the name and appropriate address or addresses of the Trustee) and, if less than all of the Series 2014 Bonds are to be redeemed, the distinctive certificate numbers of the Series 2014 Bonds to be redeemed and, in the case of Series 2014 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that the interest on the Series 2014 Bonds designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Series 2014 Bonds the principal amount thereof to be redeemed, interest accrued thereon, if any, to the redemption date and the premium, if any, thereon (such premium to be specified) and shall require that such Series 2014 Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. Failure to mail the notices required by this paragraph to any Holder of any Series 2014 Bonds designated for redemption, or any defect in any notice so mailed and shall not affect the validity of the proceedings for redemption of any other Series 2014 Bonds.

(b) With respect to any notice of redemption of Series 2014 Bonds by the University, unless at the time of giving such notice the Trustee shall hold moneys sufficient to pay the principal of, premium, if any, and interest to the redemption date on the Series 2014 Bonds to be redeemed, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of funds sufficient to pay the principal of, and premium, if any, and interest on, such Series 2014 Bonds to be redeemed, and that if such funds shall not have been so received said notice shall be of no force and effect, Series 2014 Bonds shall not be subject to redemption on such date and the Series 2014 Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such funds are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, to the persons and in the manner in which the notice of redemption was given, that such funds were not so received.

Section 4.4 Partial Redemption of Series 2014 Bonds. Upon surrender of any Series 2014 Bond redeemed in part only, the Trustee shall exchange the Series 2014 Bond redeemed for a new Series 2014 Bond of like tenor and in an Authorized Denomination without charge to the Holder in the principal amount of the portion of the Series 2014 Bond not redeemed. In the event of any partial redemption of a Series 2014 Bond which is registered in the name of the Nominee, DTC may elect to make a notation on the Series 2014 Bond certificate which reflects the date and amount of the reduction in principal amount of said Series 2014 Bond in lieu of surrendering the Series 2014 Bond certificate to the Trustee for exchange. The Regents, the Trustee and the University shall be fully released and discharged from all liability upon, and to the extent of, payment of the redemption price for any partial redemption and upon the taking of all other actions required hereunder in connection with such redemption.

Section 4.5 Effect of Redemption. Notice of redemption having been duly given as aforesaid, and funds for payment of the redemption price being held by the Trustee, the Series 2014 Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, interest on the Series 2014 Bonds so called for redemption shall cease to accrue, said Series 2014 Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and the Holders of said Series 2014 Bonds shall have no rights in respect thereof except to receive payment (but only from the funds provided in connection with such redemption) of the redemption price thereof (including interest, if any, accrued to the redemption date), without interest accruing on any funds held after the redemption date to pay such redemption price.

All Series 2014 Bonds fully redeemed pursuant to the provisions of this Article IV shall upon surrender thereof be cancelled by the Trustee, who shall deliver a certificate evidencing such cancellation to the University. The Trustee shall destroy such Series 2014 Bonds.

ARTICLE V

AMENDMENTS TO RESOLUTION

Section 5.1 The University hereby adopts the Amendments to the Resolution as further described in this Article V. The Amendments described in this Section 5.1 hereof shall take effect upon issuance of the Series 2014 Bonds.

(a) The defined terms “Activity Center Complex Fee”, “Recreation Center Fee”, “Residential Campus Development Fee” and “Student Building Fee” as used in Section 1.1 of Article I of the Resolution (including all supplements thereto) are hereby deleted as these fees have been merged into the Facility Fee.

(b) The following definition under Section 1.1 of Article I of the Resolution is hereby amended to read as follows:

"Facility Fees" shall mean such fees designated and set from time to time by the Regents and the University, imposed upon each full-time and part-time on campus student in attendance at the university for facilities at the University.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Governing Law. By the acceptance of the Series 2014 Bonds, the Holders of the Series 2014 Bonds shall be deemed to agree that the rights of the Holders of the Series 2014 Bonds shall be governed by the laws of the State of Idaho.

Section 6.2 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Supplemental Resolution on the part of the University (or of the Trustee or of any paying agent) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Supplemental Resolution or of the Series 2014 Bonds; but the Holders of the Series 2014 Bonds shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

Section 6.3 Beneficiaries. This Supplemental Resolution shall be deemed to be a contract between the Regents, the Trustee, and the Holders of the Series 2014 Bonds.

Section 6.4 Savings Clause. Except as amended by this Supplemental Resolution, the Resolution shall remain in full force and effect.

Section 6.5 Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 6.6 Perfection of Security Interest.

(a) The Resolution creates a valid and binding pledge and assignment of security interest in all of the Pledged Revenues under the Resolution as security for payment of the Series 2014 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State of Idaho, such pledge and assignment and security interest is automatically perfected by Section 57-234 Idaho Code, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contact, or otherwise hereafter imposed on the Pledged Revenues.

ADOPTED AND APPROVED this 19th day of June, 2014.

THE REGENTS OF THE UNIVERSITY
OF IDAHO

[SEAL]

By:_____
President

By:_____
Bursar

ATTEST:

By:_____
Secretary

EXHIBIT A

FORM OF SERIES 2014 BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

R-_____ $_____

UNITED STATES OF AMERICA
STATE OF IDAHO
UNIVERSITY OF IDAHO
GENERAL REVENUE BONDS
SERIES 2014

Interest Rate	Maturity Date	Dated Date	CUSIP

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS**********

KNOW ALL MEN BY THESE PRESENTS that the University of Idaho, a body politic and corporate and an institution of higher education of the State of Idaho (the "University"), for value received, hereby promises to pay, from the Bond Fund hereinafter defined, to the registered owner identified above, or registered assigns, on the maturity date specified above, the principal sum indicated above, and to pay interest thereon from the Bond Fund from the dated date hereof, or the most recent date to which interest has been paid or duly provided for, at the rate per annum specified above, payable on each Payment Date, until the date of maturity or prior redemption of this Bond.

This Bond is an obligation of the University payable solely in accordance with the terms hereof and is not an obligation, general, special, or otherwise of the State of Idaho, does not constitute a debt, legal, moral, or otherwise, of the State of Idaho, and is not enforceable against the State, nor shall payment hereof be enforceable out of any funds of the University other than the revenues, fees, and charges pledged thereto in the Resolution (defined herein). Pursuant to the Resolution, certain revenues have been pledged and will be set aside into the Bond Fund (as defined in the Resolution) to provide for the prompt payment of the principal of, interest on, and redemption price of the Bonds of which this Bond is a part. For a more particular description of the Bond Fund, the

revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Resolution.

The principal of, premium, if any, and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the University (the "Bond Register") maintained by the Corporate Trust Department of Wells Fargo Bank, N. A. (the "Trustee"). Interest shall be paid to the registered owner whose name appears on the Bond Register on the fifteenth day of the calendar month next preceding the interest payment date, at the address appearing on the Bond Register, and shall be paid by check or draft of the Trustee mailed to such registered owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such registered owner to the Trustee. Principal shall be paid to the registered owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, on or after the date of maturity or prior redemption.

This Bond is one of a duly authorized issue of Bonds of like date, tenor, and effect, except for variations required to state numbers, denominations, rates of interest, and dates of maturity, aggregating $_____ in principal amount. The Bonds are issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 38, Title 33, Idaho Code, and proceedings duly adopted and authorized by the Regents on behalf of the University, more particularly the Resolution adopted by the Regents on November 22, 1991, as previously amended, supplemented, and restated from time to time, including with respect to the Bonds by a Supplemental Resolution adopted by the Regents on June 19, 2014, authorizing the issuance of the Bonds (collectively, the "Resolution"). All capitalized terms used but not herein defined shall have the meanings ascribed to them in the Resolution. The Series 2014 Bonds are not secured by the Debt Service Reserve Account previously created under the Resolution.

This Bond is one of the General Revenue Bonds, Series 2014, of the University (the "Series 2014 Bonds") issued under the provisions of Chapter 38, Title 33, Idaho Code, for the purpose of providing funds with which to (i) finance the construction and equipping of a research center and renovation of an education building and other improvements for the campus of the University (the "Series 2014 Project") and (ii) pay issuance expenses properly incident thereto. The principal of, interest on, and redemption price of the Series 2014 Bonds are payable from revenues and funds of the University pledged therefor and certain other fees and revenues, as more particularly set forth in the Resolution.

The Series 2014 Bonds are issuable as fully registered bonds without coupons in Authorized Denominations of $5,000 or any integral multiple in excess thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Resolution, Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Series 2014 Bonds of other Authorized Denominations.

This Series 2014 Bond is transferable by the Holder hereof, in person, or by its attorney duly authorized in writing, at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Series 2014 Bond. Upon such transfer a new fully registered Bond or Bonds of like tenor in Authorized Denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

Each Bond shall bear interest from the Payment Date to which interest has been paid as of the date on which it is authenticated or, if it is authenticated on or before the Record Date for the first Payment Date, from the Issue Date; provided, however, that if, at the time of authentication of any Bond, interest is in default on Outstanding Bonds, such Bond shall bear interest from the Payment Date to which interest has previously been paid or made available for payment on the Outstanding Bonds. Both the principal of and premium, if any, on the Series 2014 Bonds shall be payable upon surrender thereof at the Principal Office of the Trustee.

Interest on the Series 2014 Bonds will be paid on each Payment Date provided that if any Payment Date is not a Business Day, such interest shall be paid as provided above on the next succeeding Business Day with the same effect as if made on the day such payment was due. Interest on the Series 2014 Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Interest on the Series 2014 Bonds shall bear interest from and including the Issue Date until payment of the principal or redemption price thereof has been made or provided for on the due date thereof, whether at maturity, upon redemption or otherwise.

The Series 2014 Bonds are subject to redemption, [including mandatory sinking fund redemption], with notice, in whole, or in part, in Authorized Denominations, prior to their maturity date, as described in the Resolution.

The Series 2014 Bonds are initially issued in the form of a separate single certificated fully registered Bond for each maturity and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC").

Unless this Bond is presented by an Authorized Officer of DTC to the University or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an Authorized Officer of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an Authorized Officer of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**Upon any partial redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Series 2014 Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of

final maturity, in which case this Bond must be presented to the Trustee prior to payment.**

The Series 2014 Bonds shall not be transferable or exchangeable except as set forth in the Resolution.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate will be issued to the transferee in exchange therefor.

Reference is hereby made to the Resolution for the covenants and declarations of the University and other terms and conditions under which this Bond and the Series 2014 Bonds of this issue have been issued. The covenants contained herein and in the Resolution may be discharged by making provisions at any time for the payment of the principal of and interest on this Bond in the manner provided in the Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Series 2014 Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the University may incur.

IN WITNESS WHEREOF, the Board of Regents of the University of Idaho (the "Regents"), has caused this Bond to be executed by the manual or facsimile signature of the President of the Regents and of the Bursar of the University and attested by the manual or facsimile signature of the Secretary of the Regents, and a facsimile or original of the official seal of the University to be imprinted hereon, as of the dated date set forth above.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:_____
President

COUNTERSIGNED:

(SEAL)

By:_____
Bursar

ATTEST:

By:_____
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the General Revenue Bonds, Series 2014, of the University of Idaho, described in the within-mentioned Resolution.

WELLS FARGO BANK, N.A., as Trustee

By:_____
Authorized Signature

Date of Authentication: _____

VALIDATION CERTIFICATE

I hereby certify that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within bond; that such proceedings and such bond conform to and show lawful authority for the issuance thereof in accordance with the provisions of Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended. Such bond has been issued in accordance with the Constitution and laws of the State of Idaho and shall in any suit, action or proceeding involving its validity be conclusively deemed to be fully authorized by Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, and to have been issued, sold, executed, and delivered in conformity with the Constitution and laws of the State of Idaho and to be valid and binding and enforceable in accordance with its terms, and such bond is incontestable for any cause.

By:_____
Attorney General

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned sells, assigns and transfers unto:

_____
(Social Security or Other Identifying Number of Assignee)

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and hereby irrevocably constitutes and appoints _____ of _____ to transfer the said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated:_____

Signature:_____

NOTICE: The signature on this assignment must correspond with the name(s) of the Registered owner as it appears upon the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company and must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B

PARAMETERS

SERIES 2014 BONDS:

The Purchase Price for the Series 2014 Bonds shall not be less than the aggregate par amount thereof.

Principal amount not to exceed $52,000,000.

Effective True Interest Cost (TIC) not to exceed 5.50% per annum.

Underwriter's Discount or fee not to exceed .425% of the principal amount of the Bonds plus any reoffering premium, as more fully described in the Bond Purchase Agreement.

Final Maturity not to exceed 31 years from date of issuance.

EXHIBIT C

TERMS CERTIFICATE

In connection with a Supplemental Resolution of the Regents (the "Regents") of the University of Idaho adopted on June 19, 2014 (the "2014 Supplemental Resolution") authorizing the issuance and sale of the Regent's General Revenue Bonds, Series 2014 (the "Series 2014 Bonds"), the undersigned hereby executes and delivers this Terms Certificate (as such term is defined in the 2014 Supplemental Resolution) specifying certain terms of the Series 2014 Bonds:

Series 2014 Bonds:

a. Principal amount:

b. Dated Date: _____, 2014

c. Date of Delivery: _____, 2014

d. Closing Date: _____, 2014, or such other date agreed upon by the Underwriters and the University

e. Underwriter's discount or fee of $_____ ($____ per $1,000 of par amount plus any reoffering premium, as more fully described in Bond Purchase Agreement)

f. Purchase Price: _____

g. Initial Payment Date, Maturity Date(s) and Interest Rate(s):

h. Optional Redemption: The Series 2014 Bonds are [not] subject to optional redemption [as follows:

The Series 2014 Bonds maturing on or before April 1, 20___, shall not be subject to optional call or redemption prior to their stated dates of maturity. On any day on or after [April 1, 20___], at the election of the University, the Series 2014 Bonds maturing after [April 1, 20___], shall be subject to redemption, in whole or in part, in maturities selected by the University and within each maturity as selected by lot by the Trustee, at par, plus accrued interest to the redemption date.]

i. Mandatory Sinking Fund Redemption Schedule (See Attached Schedule A-1 as attached hereto)

j. Sources and Uses of Series 2014 Bond proceeds:

Executed and delivered this _____, 2014 on behalf of the Regents pursuant to the 2014 Supplemental Resolution.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:_____
Bursar

Schedule A-1

The Series 2014 Bonds are subject to mandatory sinking fund redemption as described below. The Series 2014 Bonds maturing on April 1, ____, shall be subject to mandatory redemption and retirement prior to maturity, in part, by lot in such manner as the Trustee shall determine, on April 1 in the years ____ through ____, inclusive, at 100% of the principal amount thereof plus accrued interest to the date of redemption, from Mandatory Redemption Amounts (which are hereby established) in the amounts set forth below:

Series 2014 Bonds

Mandatory Redemption Date (April 1)	Mandatory Redemption Amount
	$

* Principal remaining at maturity

Upon redemption of any Series 2014 Bonds other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts, if any, for the Series 2014 Bonds in such order of mandatory sinking fund date as shall be directed by the University.

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BOND PURCHASE AGREEMENT

June __, 2014

The Regents of the University of Idaho
University of Idaho
Administration Building, Room 211
851 Campus Drive
Moscow, Idaho 83844-3168

$_____
THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds
Series 2014A

Ladies and Gentlemen:

The undersigned, George K. Baum & Company (the "**Underwriter**"), offers to enter into this Bond Purchase Agreement (this "**Bond Purchase Agreement**") with the Regents of the University of Idaho (the "**Regents**") which, upon your acceptance of this offer, will be binding upon you and upon the Underwriter. ***Terms used herein that are not otherwise defined herein shall have the same meanings assigned to them in the Resolution (as hereinafter defined).***

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 p.m. Pacific Time, on June __, 2014, and, if not so accepted by the Regents, will be subject to withdrawal by the Underwriter upon notice delivered to the Regents at its address set forth above, at any time prior to the acceptance hereof by the Regents. This offer is also subject to the provisions included in this Bond Purchase Agreement.

1. Purchase and Sale of the Series 2014 Bonds. Upon the terms and conditions and in reliance upon the respective representations, warranties and covenants herein, the Underwriter hereby agrees to purchase from the Regents, and the Regents hereby agree to sell and deliver to the Underwriter, all (but not less than all) of the Regents' General Revenue Bonds, Series 2014A (the "**Series 2014 Bonds**"), at an aggregate purchase price of $_____ (the "**Series 2014 Purchase Price**"), representing (i) the $_____ principal amount of the Series 2014 Bonds, plus (ii) net original issue premium of $_____, minus (iii) net original issue discount of $_____, and minus (iv) an Underwriter's discount of $_____. Payment of the Purchase Price for the Series 2014 Bonds shall be made through wire transfer of immediately available federal funds to the Trustee for the account of the Regents at or prior to the Closing (as defined herein), and, upon satisfaction of the conditions for the issuance and sale of the Series 2014 Bonds set forth herein, the Series 2014 Bonds shall be released for delivery no later than the Closing (as defined herein).

The Regents acknowledge and agree that (a) the purchase and sale of the Series 2014 Bonds pursuant to this Bond Purchase Agreement is an arm's length commercial transaction between the University and the Underwriter; (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agency or a fiduciary of the Regents; (c) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Regents with respect to the offering of the Series 2014 Bonds or the process leading hereto (whether or not the Underwriter, or any affiliate of

the Underwriter, has advised or is currently advising the University on other matters) or any other obligation to the University except the obligations expressly set forth in this Bond Purchase Agreement; and (d) the Regents have consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2014 Bonds. Furthermore, the Regents have received and acknowledged the letter dated April 15, 2014 delivered by the Underwriter. The Regents have retained Piper Jaffray & Company as a municipal advisor in this transaction.

The Series 2014 Bonds will be issued in accordance with the provisions of the Educational Institutions Act, constituting chapter 38, Title 33, Idaho Code and Chapter 5, Title 57, Idaho Code (the "**Act**"), the Constitution of the State of Idaho (the "**State**"), and pursuant to a Supplemental Resolution with respect to the Series 2014 Bonds adopted by the Regents on June 19, 2014 (the "**2014 Supplemental Resolution**") supplementing that certain Resolution adopted by the Regents on November 22, 1991 (as subsequently amended and supplemented, the "**Original Resolution**" and, together with the 2014 Supplemental Resolution, referred to herein as the "**Resolution**"). The Series 2014 Bonds shall mature on April 1 in each of the years and amounts, and bear interest at the rates, all as set forth on Schedule 1 hereto and subject to further terms as are reflected in the Official Statement (as hereinafter defined).

The Regents will apply the proceeds of the Series 2014 Bonds to finance the acquisition and construction of the Integrated Research and Innovation Center, to finance the renovation of the College of Education Building and other improvements at the Moscow campus of the University of Idaho (the "**University**"), and to pay costs of issuance associated with the Series 2014 Bonds.

2. Authority of the Underwriter. The Underwriter hereby represents and warrants that it has full corporate power and authority to execute and deliver this Bond Purchase Agreement and to perform all acts on its part herein required.

3. Public Offering of the Series 2014 Bonds. The Underwriter agrees to make a bona fide public offering of the Series 2014 Bonds at not in excess of the initial public offering price therefor as set forth on the inside cover page of the final Official Statement, as defined below. In connection with the public offering of the Series 2014 Bonds, the Regents shall cause the preparation of the Official Statement, with completion of information relating to the interest rate, selling compensation, aggregate principal amount, delivery date, ratings and other terms of the Series 2014 Bonds depending on such matters as acceptable to the Regents and the Underwriter to reflect such terms as contemplated by this Bond Purchase Agreement and with such other additions, deletions and revisions as shall be acceptable to the Regents and the Underwriter. Copies of the Official Statement, signed by an authorized representative of the Regents will be delivered to the Underwriter within seven (7) business days of the date of this Bond Purchase Agreement, in sufficient quantity as may be reasonably requested by the Underwriter in order for the Underwriter to comply with the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"). The Regents hereby authorize the use by the Underwriter of the Official Statement in connection with the offering of the Series 2014 Bonds to the public.

The Underwriter reserves the right (a) to over-allot or effect transactions that stabilize or maintain the market price of the Series 2014 Bonds at a level above that which might otherwise prevail in the open market, and (b) to discontinue such stabilizing, if commenced, at any time. A public offering shall include an offering to a representative number of institutional investors or registered investment companies, regardless of the number of such investors to which the Series 2014 Bonds are sold.

Following the Closing Date, the Underwriter shall submit electronically a copy of the Official Statement to the MSRB at its Electronic Municipal Market Access system in accordance with the rules of the MSRB.

The Regents agree that if, through the 25th day after the Closing Date, the Regents become aware of the occurrence of an event that might cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, to notify the Underwriter, and, if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or an amendment to the Official Statement, the Regents, at their expense, at the request of the Underwriter, shall cause such a supplement or an amendment, satisfactory to the Underwriter, to be prepared and delivered to the Underwriter in such quantities as the Underwriter may reasonably request.

4. Representations, Warranties and Agreements by the Regents. In order to induce the Underwriter to enter into this Bond Purchase Agreement, and in consideration of the foregoing and of the execution and delivery of this Bond Purchase Agreement by the Underwriter, the Regents represent and warrant to and covenant with the Underwriter that, as of the date hereof and on and as of the date of the Closing:

(a) The Regents are a body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State, have full legal right, power and authority pursuant to the Constitution, the Act and the Resolution to consummate all transactions contemplated by (i) this Bond Purchase Agreement, the Resolution, the Continuing Disclosure Agreement dated as of July __, 2014 between the Regents and the Trustee, as dissemination agent (collectively, the "**Regents' Documents**"), the Series 2014 Bonds and any and all other agreements and instruments relating to the issuance and sale of the Series 2014 Bonds; and (ii) the Preliminary Official Statement relating to the Series 2014 Bonds, including all appendices and supplements thereto, dated June __, 2014 (the "**Preliminary Official Statement**") and the final Official Statement, including all appendices thereto, dated as of the date hereof (the final Official Statement, including all appendices, supplements and amendments thereto, collectively is referred to as the "**Official Statement**"); to enter into the Regents' Documents; to issue the Series 2014 Bonds; to approve the Official Statement; to carry out all of its obligations thereunder and to comply with the terms and conditions hereof and thereof applicable to the Regents.

(b) The Regents have duly adopted the Resolution and have duly authorized all necessary action to be taken by them for: (i) the issuance and sale of the Series 2014 Bonds upon the terms and conditions set forth herein, in the Official Statement, and in the Resolution; (ii) the approval and execution, as relevant, of each Regents' Document and the Series 2014 Bonds; and (iii) the execution, delivery or receipt of and performance of the Regents' obligations under each Regents' Document and the Series 2014 Bonds, and any and all such other agreements and documents as may be required to be executed, delivered or received by the Regents in order to carry out, effectuate and consummate the transactions contemplated herein and therein.

(c) The Regents have previously provided the Underwriter with the Preliminary Official Statement, and as of its date, the Preliminary Official Statement has been "deemed final" by the Regents for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**").

(d) Except as disclosed in the Official Statement, the Regents have never failed to comply in all material respects with any continuing disclosure undertaking with regard to the Rule to provide annual reports or notices of material events specified in the Rule.

(e) The Regents have duly approved and authorized the execution, delivery and distribution of the Official Statement.

(f) The information contained in the Official Statement with respect to forward-looking statements and in the sections thereof titled "INTRODUCTION – The Regents and the University of Idaho" and "– Purpose of the Series 2014 Bonds," "SECURITY FOR THE SERIES 2014 BONDS," "PLAN OF FINANCE – Series 2014 Projects," "HISTORICAL PLEDGED REVENUES," "THE UNIVERSITY," "FINANCIAL OPERATIONS OF THE UNIVERSITY," "UNIVERSITY GOVERNANCE AND ADMINISTRATION," "CONTINUING DISCLOSURE" and "LITIGATION" and in Appendices A and B (collectively, all such sections and appendices are herein referred to as the "**Relevant Portions**") is, and at the Closing will be, true and correct in all material respects and does not, and at the Closing will not, contain any untrue or misleading statement of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) At the time of the Regents' acceptance hereof and (unless an event occurs of the nature described in the last paragraph of Section 3 hereof) at all times subsequent thereto during the period up to and including twenty-five (25) days after the Closing Date, the information contained in the Relevant Portions of the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) If the information contained in the Relevant Portions of the Official Statement is supplemented or amended pursuant to the last paragraph of Section 3 hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days after the Closing Date, the information contained in the foregoing sections of the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Neither the execution and delivery of any Regents' Document, the Series 2014 Bonds, nor the consummation of the transactions contemplated herein or therein or the compliance with the provisions hereof or thereof, will conflict with, or constitute on the part of the Regents a violation of, or a breach of or default under, (i) any indenture, mortgage, commitment, note or other agreement or instrument to which the Regents is a party or by which it is bound, or (ii) any existing law, statute, rule, regulation (other than any state blue sky law) or resolution or judgment, order or decree of any court or governmental agency or body having jurisdiction over the Regents or any of its activities or properties. All consents, approvals, certificates of need, authorizations and orders of governmental or regulatory authorities (other than any state blue sky authorities) which are required for the execution and delivery of, consummation of the transactions contemplated by, and compliance with the provisions of, the Regents' Documents and the Series 2014 Bonds by the Regents have been obtained or will be obtained when required.

(j) Except as is specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Regents, threatened against or affecting (i) the financial condition of the Regents, the University, the Series 2014 Projects, the application of the Pledged Revenues to payment of the Series 2014 Bonds or the operation by the Regents or the University of its properties, or (ii) the corporate existence of the Regents, the offices held by the members of the Regents and officers of the University and their respective rights or powers, their legal existence, or the actions taken or contemplated to be taken by them, or (iii) the transactions

contemplated in the Regents' Documents or the Series 2014 Bonds, or (iv) the validity or enforceability in accordance with their respective terms of the Series 2014 Bonds, any Regents' Document or any material agreement or instrument by which the Regents, the University or their respective properties is or may be bound, and, to the knowledge of the Regents, is there any basis therefor wherein an unfavorable decision, ruling or finding would materially adversely affect any of the foregoing described in clauses (i) through (iv).

(k) The Regents will not take or omit to take any action which will in any way cause or result in the proceeds of the sale of the Series 2014 Bonds being applied in a manner other than as provided in the Resolution or as described in the Official Statement.

(l) The Regents have not been at any time in default as to principal or interest with respect to any obligation issued by or guaranteed by the Regents or with respect to which the Regents are an obligor.

(m) The audited financial statements of the University for the periods ended June 30, 2013 and June 30, 2012 are a fair presentation of the financial position of the University, the results of the University's operations and the University's changes in its net assets for the periods specified as of the dates indicated.

(n) Except as described in the Preliminary Official Statement, since June 30, 2013, there has been no material adverse change in the condition, financial or otherwise, of the University from that set forth in the audited financial statements as of and for the period ended that date; and except as described in the Preliminary Official Statement, the University, since June 30, 2013, has not incurred any material liabilities, directly or indirectly, except in the ordinary course of the University's operations.

(o) Between the date of this Agreement and the date of the Closing, except as contemplated by the Official Statement, the Regents will not incur and will not cause the University to incur any material liabilities, direct or contingent, or enter into any material transaction, in either case other than in the ordinary course of business.

(p) As of the date of this Bond Purchase Agreement, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under any instrument to which the Regents or the University is a party and which is material to the business or operations of the Regents or the University.

(q) The Regents agree to furnish or cause to be furnished such information, execute or cause to be executed such instruments and take such other action in cooperation with Underwriter's Counsel as it may reasonably request (i) in any endeavor to qualify the Series 2014 Bonds for offering and sale under the securities or "Blue Sky" laws or regulations of such jurisdictions of the United States of America as the Underwriter may request, (ii) for the application for exemption from such qualification, (iii) for the determination of the Series 2014 Bonds' eligibility for investment under the laws of such jurisdictions as the Underwriter designates and (iv) to provide for the continuance of such qualifications or exemptions in effect for so long as required for distribution or marketing of the Series 2014 Bonds, but not to exceed six (6) months after the date of Closing; provided, however, that the Regents shall not be required to qualify to do business in any jurisdiction where it is not now so qualified, or to take any such action which would subject it to general service of process in any jurisdiction where it is not now so subject.

(r) The Regents will comply and will use its best efforts to insure compliance with the applicable representations, warranties, covenants and obligations of the Regents contained in this Bond Purchase Agreement.

(s) Any certificate signed by any officer of the Regents or the University and delivered to the Underwriter shall be deemed a representation and warranty by the Regents to the Underwriter as to the truth of the statements therein contained

5. Closing. At 9 a.m., Pacific Time, on July __, 2014, or at such other time and/or date as shall have been mutually agreed upon by the Regents and the Underwriter (the "**Closing Date**"), the Regents will deliver, or cause to be delivered, to the Underwriter through the facilities of DTC the Series 2014 Bonds in definitive form duly executed by the Regents and authenticated by the Wells Fargo Bank, N.A., as Trustee in accordance with the Resolution, by delivering one fully registered Bond for each maturity of the Series 2014 Bonds in the principal amount of the related maturity of the Series 2014 Bonds, registered in the name of Cede & Co., as nominee of DTC, to the Trustee as custodian for DTC; and the Underwriter will accept such delivery of the Series 2014 Bonds and pay the Purchase Price of the Series 2014 Bonds to the Trustee for the account of the Regents by wire transfer or other direct transfer of immediately available funds payable to the order of the Trustee.

The activities relating to the final execution and delivery of the Series 2014 Bonds and the final execution and delivery of the Regents' Documents and the certificates, opinions and other instruments as described in Section 7 of this Bond Purchase Agreement shall occur at the offices of Skinner Fawcett LLP, Boise, Idaho or at such other location which shall be mutually agreed upon by the Regents and the Underwriter. The payment of the Purchase Price for the Series 2014 Bonds and simultaneous delivery of the Series 2014 Bonds to the Underwriter is herein referred to as the "**Closing**."

The Series 2014 Bonds will be made available for inspection by the Underwriter, at such place in Boise, Idaho as the Underwriter and the Trustee shall agree, not less than 24 hours prior to the Closing. The definitive Series 2014 Bonds shall bear proper CUSIP numbers (provided, however, that neither the printing of the wrong CUSIP number on any Series 2014 Bond nor the failure to print a CUSIP number thereon shall constitute cause to refuse to accept delivery of any Series 2014 Bond).

6. Termination. The Underwriter shall have the right to terminate its obligations hereunder by notice given to the Regents prior to delivery of and payment for the Series 2014 Bonds, if at any time prior to such time:

(a) Legislation not yet introduced in Congress shall be enacted or actively considered for enactment by the Congress, or recommended by the President of the United States of America to the Congress for passage, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States of America or the United States Tax Court shall be rendered, or a ruling, regulation (proposed, temporary or final) or Official Statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other agency or department of the United States of America shall be made or proposed to be made which has the purpose or effect, directly or indirectly, of imposing federal income taxes upon interest on the Series 2014 Bonds under the Internal Revenue Code of 1986, as amended (the "**Code**"); or

(b) Any other action or event shall have transpired which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith or contemplated by the Official

Statement, and, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2014 Bonds or the sale, at the contemplated offering prices (or yields), by the Regents, of the Series 2014 Bonds; or

(c) Legislation shall be enacted, or actively considered for enactment by the Congress, with an effective date on or prior to the date of Closing, or a decision by a court of the United States of America shall be rendered, or a ruling or regulation by the Securities and Exchange Commission (the "**SEC**") or other governmental agency having jurisdiction over the subject matter shall be made, the effect of which is that (i) the Series 2014 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or (ii) the Resolution is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) A stop order, ruling or regulation by the SEC shall be issued or made, the effect of which is that the issuance, offering or sale of the Series 2014 Bonds, as contemplated herein or in the Official Statement, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(e) There shall exist any fact or there shall occur any event which, in the reasonable judgment of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event the Regents refuse to permit the Official Statement to be supplemented to correct or supply such statement or information, or the Official Statement as so corrected or supplemented is such as, in the judgment of the Underwriter, would materially adversely affect the market for the Series 2014 Bonds or the sale, at the contemplated offering prices (or yields), by the Regents of the Series 2014 Bonds; or

(f) There shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2014 Bonds as contemplated by the final Official Statement (exclusive of any amendment or supplement thereto); or

(g) Trading in the Regents' outstanding securities shall have been suspended by the Securities and Exchange Commission or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; or

(h) A banking moratorium shall have been declared either by federal or New York State authorities; or

(i) There occurs any material adverse change in the affairs, operation or financial condition of the University, except as set forth or contemplated in the Official Statement, the effect of which is, in the reasonable judgment of the Underwriter, to materially adversely affect the market for the Series 2014 Bonds or the sale, at the contemplated prices (or yields) by the Regents of the Series 2014 Bonds; or

(j) The Official Statement is not executed, approved and delivered in accordance with the terms hereof; or

(k) In the reasonable judgment of the Underwriter, the market price of the Series 2014 Bonds, or the market price generally of obligations of the general character of the Series 2014 Bonds, would be adversely affected because: (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or (ii) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Series 2014 Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; or

(l) Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2014 Bonds or in any way contesting or affecting any authority for or the validity of the Series 2014 Bonds, the Regents' Documents, or the existence or powers of the Regents or any of the transactions described herein or in the Official Statement; or

(m) Any underlying rating on the Series 2014 Bonds or other Bonds of the Regents which are secured by a pledge of the Pledged Revenues on a parity with the pledge of the Series 2014 Bonds thereon is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency.

7. Conditions to Purchase. The Underwriter has executed and delivered this Bond Purchase Agreement in reliance upon the representations, warranties and obligations of the Regents contained herein. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement shall be subject to the following conditions:

(a) The representations and warranties of the Regents contained herein shall be true and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing and will be confirmed by certificates of the appropriate Regents' or University official or officials, dated the Closing Date, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects at the Closing; and the Regents shall be in compliance with each of the warranties, agreements and covenants made by them in this Bond Purchase Agreement.

(b) At the Closing, the following conditions shall have been satisfied:

(1) the Series 2014 Bonds shall be executed by the Regents, authenticated by the Trustee and delivered to the Underwriter for purchase as described in Section 5 hereof;

(2) all actions which, in the opinion of Co-Bond Counsel and the Underwriter, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect;

(3) the Regents shall perform or shall have performed all of their obligations required under or specified in this Bond Purchase Agreement and the Official Statement to be performed at or prior to the Closing;

(4) all necessary resolutions and other official action of the Regents relating to the Regents' Documents and the issuance and sale of the Series 2014 Bonds, and all necessary resolutions and other official action of the Regents relating to all other agreements or documents to be executed and delivered by the Regents in connection with the issuance and sale of the Series 2014 Bonds shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect, except with the consent of the Underwriter;

(5) each of the Regents' Documents and the Series 2014 Bonds shall have been fully executed by the relevant parties and shall be in full force and effect;

(6) the Official Statement, executed by the Regents and in form and substance acceptable to the Underwriter, shall have been delivered to the Underwriter; and

(7) evidence satisfactory to the Underwriter of filing a report with the State Treasurer pursuant to Idaho Code Section 67-1222 shall have been delivered to the Underwriter.

(c) At or prior to the Closing, the Underwriter shall receive the following documents in such number of counterparts as shall be mutually agreeable to the Regents and the Underwriter:

(1) Certified copies of the 2014 Supplemental Resolution and all resolutions of the Regents relating to the Series 2014 Bonds and approving the execution and delivery of each Regents' Document and the Official Statement;

(2) Copies of the Series 2014 Bonds;

(3) Executed copies of the Continuing Disclosure Agreement, a Tax Certificate relating to the Series 2014 Bonds delivered by the Regents, and the Representations Letter;

(4) The Official Statement executed on behalf of the Regents by their duly authorized officer;

(5) The approving opinions of Co-Bond Counsel, dated the Closing Date, in substantially the forms set forth in Appendix F to the Official Statement;

(6) Supplemental opinions of Co-Bond Counsel, dated the Closing Date, in substantially the form set forth in **Exhibit A** hereto;

(7) An opinion of Underwriter's Counsel, dated the Closing Date, in substantially the form acceptable to the Underwriter;

(8) A certificate of the Attorney General of the State, dated the Closing Date, relating to validity of the Series 2014 Bonds;

(9) An opinion of Counsel to the Regents and the University addressed to the Underwriter, the Regents, and Co-Bond Counsel, dated the Closing Date, in form and substance satisfactory to the Underwriter, to the effect that (i) the University is an

institution of higher education and a body politic of the State, duly and validly created and existing pursuant to the laws of the State with, and the Regents have, full legal right, power and authority to issue the Series 2014 Bonds, to adopt the Resolution, to pledge the Pledged Revenues, to enter into the Regents' Documents, and to consummate the transactions contemplated by the Resolution and the Regents' Documents, (ii) the Resolution was duly adopted by the Regents, (iii) the adoption of the Resolution by the Regents and the execution and delivery of the Regents' Documents and the performance by the Regents or the University of the transactions contemplated thereby will not conflict with or constitute a breach of, or default under, any provision of the applicable law, rule, regulation, ordinance, judgment, order or decree to which the Regents or the University is subject, or any commitment, note, agreement or other instrument to which the University or Regents is a party or by which it or any of their respective property is bound; (iv) the Relevant Portions of the Official Statement are true and correct in all material respects and do not omit to state a material fact; (v) except as disclosed in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending or, to the knowledge of such Counsel, threatened (and there is no basis for such action, suit, proceeding, official inquiry or investigation) which (1) questions the existence or powers of the Regents or the University or any of their respective officers; (2) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2014 Bonds or the authorization, execution and delivery of the Resolution or any Regent Document or validity of the proceedings taken by the Regents in connection with the issuance of the Series 2014 Bonds; (3) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the Series 2014 Bonds; or (4) contests the completeness or accuracy of the Official Statement;

(10) Letters from Moody's and S&P to the effect that the Series 2014 Bonds have received ratings of ["Aa3" from Moody's and "A+" from S&P,] both of which ratings shall be in effect at Closing;

(11) A certificate of the Regents, dated the Closing Date, in substantially the form acceptable to the Co-Bond Counsel and the Underwriter;

(12) A certificate of the Trustee, dated the Closing Date, to the effect that the Trustee (i) is duly organized and validly existing under the laws of the United States of America, with full corporate trust powers, (ii) has full right, power and authority to enter into and perform the obligations under the Resolution, and (iii) has validly accepted its obligations under the Resolution, which obligations are legally valid and binding obligations of the Trustee;

(13) A certificate of the Regents, dated the Closing Date, required by Sections 7.2 (2) and 7.2(4) of the Original Resolution; and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as Co-Bond Counsel may reasonably request to evidence compliance by the Regents with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations of the Underwriter and the Regents herein contained and the due performance or satisfaction by each of them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each of them.

If the Regents shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to place and accept

delivery of the Series 2014 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Regents shall be under further obligation hereunder; except that the Regents' obligations to pay fees and expenses, as provided in Section 9 hereof, shall continue in full force and effect. The Underwriter shall have the right to waive any of the conditions to its obligations contained in this Bond Purchase Agreement.

8. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the Regents and the Underwriter shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter or the Regents and shall survive the Closing. The obligations of the Regents and the Underwriter under Section 9 hereof shall survive the Closing and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. Fees and Expenses. The Regents will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2014 Bonds, costs of printing of the Series 2014 Bonds, the Preliminary Official Statement, the final Official Statement and any amendment or supplement to the Official Statement, fees and disbursements of Co-Bond Counsel and Underwriter's Counsel, fees and expenses of the accountants of and counsel to the Regents, any fees charged by rating agencies for the ratings of the Series 2014 Bonds, and any fees and expenses of the Trustee.

10. Notices. Any notice or other communication to be given to the Regents under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above and to the attention of President and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to George K. Baum & Company, 1400 Wewatta Street, Suite 800, Denver, Colorado 80202, Attention: Lee White, Executive Vice President.

11. Benefit. This Bond Purchase Agreement is made solely for the benefit of the Regents and the Underwriter (including the successors or assigns of the Underwriter) and no other person, including any purchaser of the Series 2014 Bonds, shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement shall be binding upon the successor and assigns, if any, of the Regents and the Underwriter.

12. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State, without giving effect to its principles of conflicts of laws.

[Signature Page Follows]

13. Effective Date. This Bond Purchase Agreement shall become effective upon your acceptance hereof and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

GEORGE K. BAUM & COMPANY

By: _____
[Name; Title]

Accepted and agreed to as of
the date first above written:

THE REGENTS OF THE UNIVERSITY OF IDAHO

By: _____
Ronald E. Smith, Vice President for
Finance and Administration and Bursar

Time of Execution: _____

SCHEDULE 1

MATURITIES, PRINCIPAL AMOUNTS,
INTEREST RATES AND PRICES

$_____
THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds, Series 2014A

Maturity Date (April 1)	Principal Amount	Interest Rate	Price	CUSIP
2015	$	%	%	914318 ___
2016				914318 ___
2017				914318 ___
2018				914318 ___
2019				914318 ___
2020				914318 ___
2021				914318 ___
2022				914318 ___
2023				914318 ___
2024				914318 ___
2025				914318 ___
2026				914318 ___
2027				914318 ___
2028				914318 ___

$_____ Term Bond due April 1, ____, Interest Rate: _____%, Price: ____% CUSIP: 914318 ___

EXHIBIT A

Supplemental Opinion of Co-Bond Counsel

July __, 2014

George K. Baum & Company
Denver, Colorado

Re: The Regents of the University of Idaho General Revenue Bonds, Series 2014

This letter is being delivered to you pursuant to Section 7(c)(6) of the Bond Purchase Agreement (the "Purchase Agreement") dated June __, 2014 between George K. Baum & Company (the "Underwriter"), and the Regents of the University of Idaho (the "Regents"), which Purchase Agreement relates to the purchase by the Underwriter of $_____ aggregate principal amount of the Regents' General Revenue Bonds, Series 2014 (the "Series 2014 Bonds"). Capitalized terms which are used herein but which are not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

We have acted as co-bond counsel to the Regents in connection with the issuance of the Series 2014 Bonds and, in that capacity, have examined executed counterparts of the Purchase Agreement, the Resolution, the Continuing Disclosure Agreement and the Official Statement of the Regents with respect to the Series 2014 Bonds dated June __, 2014 (the "Official Statement"). We have also examined the originals or copies, certified or otherwise identified to our satisfaction, of such other documents, records and other instruments as we have deemed necessary or advisable for purposes of this letter.

On the basis of such examination, we are of the opinion as of the date hereof and under currently existing law as follows:

1. The Purchase Agreement and the Continuing Disclosure Agreement have each been duly authorized, executed and delivered by the Regents.

2. The Series 2014 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The statements contained in the Official Statement under the captions "INTRODUCTION—Authority for Issuance," "—Terms of the Series 2014 Bonds," "—Payment and Security for the Series 2014 Bonds," "THE SERIES 2014 BONDS," "SECURITY FOR THE SERIES 2014 BONDS–Pledged Revenues," "—Covenants," "—No Debt Service Reserve Account for the Series 2014 Bonds," and "TAX MATTERS," and in APPENDIX C, and APPENDIX F to the Official Statement insofar as the statements contained under such captions purport to summarize and/or extract certain provisions of the Series 2014 Bonds, the Resolution, and our opinion with respect to the status of interest on the Series 2014 Bonds, present an accurate summary and/or extract of such provisions in all material respects.

Because the primary purpose of our professional engagement as co-bond counsel was not to establish factual matters and because of the wholly or partially nonlegal character of many determinations

involved in the preparation of the Official Statement, except with regards to the matters contained in Paragraph 3 above, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as co-bond counsel, during the course of preparation of the Official Statement, we met in conferences with representatives of and counsel to the Regents and the University, your representatives and counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences, and in reliance thereon and on the certificates and other documents herein mentioned, we advise you that no information came to the attention of the attorneys in our firm rendering legal services in such connection which caused them to believe that the Official Statement as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed herein as to financial statements, financial, economic demographic or statistical data, forecasts, charts, estimates, projections, assumptions, expressions of opinion, any information about book-entry and The Depository Trust Company, and information contained in Appendix A, Appendix B, and Appendix E to the Official Statement).

We have on this day rendered our approving opinion as Co-Bond Counsel to the Regents with respect to the Series 2014 Bonds. You are entitled to rely on such opinion as if it were addressed to you.

This letter is furnished by us as co-bond counsel to the Regents. No attorney-client relationship has existed or exists between our firm and you in connection with the Series 2014 Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you solely for your benefit and may not be relied upon by any other persons. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by the owners of the Series 2014 Bonds or by any party to whom it is not addressed.

Respectfully submitted,

SKINNER FAWCETT LLP

BALLARD SPAHR LLP

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CONTINUING DISCLOSURE AGREEMENT

Between

THE REGENTS OF THE UNIVERSITY OF IDAHO

and

WELLS FARGO BANK, N.A.
as Trustee and Dissemination Agent

Dated as of July __, 2014

Relating to

$_____

THE REGENTS OF THE UNIVERSITY OF IDAHO
General Revenue Bonds
Series 2014A

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "**Agreement**") dated as of July __, 2014, is entered into by and between THE REGENTS OF THE UNIVERSITY OF IDAHO (the "**Regents**"), a body politic and corporate organized and existing under and pursuant to the Constitution and laws of the State of Idaho (the "**University**"), and WELLS FARGO BANK, National Association, (the "**Trustee**" and as more particularly defined below, the "**Dissemination Agent**") in connection with the issuance by the Regents of its $_____ General Revenue Bonds, Series 2014A (the "**Bonds**"). The Bonds are being issued pursuant to a Supplemental Resolution adopted by the Regents on June 19, 2014 (the "**2014 Supplemental Resolution**") supplementing that certain Resolution adopted by the Regents on November 22, 1991 (as subsequently amended and supplemented and together with the 2014 Supplemental Resolution, referred to herein as the "**Resolution**").

The Regents covenant and agree as follows:

SECTION 1. Purpose of the Agreement. This Agreement is being executed and delivered by the Regents for the benefit of the Bondowners and in order to allow the Participating Underwriters (as defined by Rule 15c2-12) to comply with Rule 15c2-12.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Financial Information**" means the financial information or operating data with respect to the University and the Pledged Revenues, delivered at least annually pursuant to Section 3 hereof, of the type set forth in the Official Statement, including but not limited to, such Pledged Revenues and debt service coverage information of the type set forth under the caption "HISTORICAL PLEDGED REVENUES," provided that such information shall be provided only on an actual basis, financial information and operating data set forth under the captions "SECURITY FOR THE SERIES 2014 BONDS – Tuition and Student Fees," "– Sales and Services Revenues," "– Facilities and Administrative Recovery Revenues," "– Other Operating Revenues" and "– Investment Income," "THE UNIVERSITY – Housing and Student Union Facilities," "– Employee Retirement Plan; Post Retirement Health Benefits" and "– Insurance," "FINANCIAL OPERATIONS OF THE UNIVERSITY – State Appropriations," "– Financial Assistance" and "– Schedule of Outstanding Indebtedness," the table titled "Five-Year Historical Enrollment Summary" under the caption "THE UNIVERSITY – Student Body," and the table in Appendix B titled "2014-2015 Tuition and Student Fees."

"**Audited Financial Statements**" means the annual financial statements for the University, prepared in accordance with generally accepted accounting principles as in effect from time to time, audited by a firm of certified public accountants.

"**Bondowner**" or "**owner of the Bonds**" means the registered owner of the Bonds, and so long as the Bonds are subject to the book-entry system, any Beneficial Owner as such term is defined in the Resolution.

"**Dissemination Agent**" means Wells Fargo Bank, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Regents and which has filed with the Trustee under the Resolution a written acceptance of such designation.

"**Events**" means any of the events listed in Section 4(a) and 4(b) of this Agreement.

"**MSRB**" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to Rule 15c2-12. Unless otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) system of the MSRB, currently located at http://emma.msrb.org.

"**Official Statement**" means the final Official Statement dated June __, 2014 delivered in connection with the issue and sale of the Bonds.

"**Rule 15c2-12**" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Information.

(a) Commencing with the Fiscal Year ended June 30, 2014, and annually while the Bonds remain outstanding, the Regents shall provide to the Dissemination Agent Annual Financial Information and Audited Financial Statements.

(b) Such Annual Financial Information shall be provided by the Regents not later than 180 days after the end of each Fiscal Year. The Audited Financial Statements will be provided when available but in no event later than 180 days after the end of each Fiscal Year.

(c) The Regents may provide Annual Financial Information and Audited Financial Statements with respect to the University and the Pledged Revenues by specific cross-reference to other documents which have been submitted by the Dissemination Agent to the MSRB or filed with the Securities and Exchange Commission. If the document so referenced is a final official statement within the meaning of Rule 15c2-12, such final official statement must also be available from the MSRB. The Regents shall clearly identify each such other document so incorporated by cross-reference.

(d) The Dissemination Agent shall provide Annual Financial Information and Audited Financial Statements to the MSRB on or before the tenth day after the Dissemination Agent receives such Annual Financial Information and Audited Financial Statements from the Regents. The Regents shall include with each submission of Annual Financial Information to the Dissemination Agent a written representation addressed to the Dissemination Agent to the effect that the Annual Financial Information is the Annual Financial Information required by this Agreement and that it complies with the applicable requirements of this Agreement.

SECTION 4. Reporting of Events.

(a) At any time the Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Regents shall provide or cause to be provided to the MSRB notice of any of the following Events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Unscheduled draws on debt service reserves reflecting financial difficulties;

(3) Unscheduled draws on credit enhancements reflecting financial difficulties;

(4) Substitution of credit or liquidity providers, or their failure to perform;

(5) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(6) Defeasances;

(7) Rating changes;

(8) Tender offers; and

(9) Bankruptcy, insolvency, receivership, or similar event of the Obligated Person.

For the purposes of the event identified in paragraph (4)(a)(9) hereof, the event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) At any time the Bonds are outstanding, in a timely manner not in excess of ten (10) business days after the occurrence of an Event, the Regents shall provide or cause to be provided to the MSRB notice of any of the following Events with respect to the Bonds, if material:

(1) Non-payment related defaults;

(2) Modification to the rights of the beneficial owners of the Bonds;

(3) Bond calls;

(4) Release, substitution or sale of property securing repayment of the Bonds;

(5) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and

(6) Appointment of a successor or additional trustee or a change in the name of a trustee.

Whenever the Regents obtain knowledge of the occurrence of an Event specified in paragraph 4(b), the Regents shall as soon as possible determine if such Event would constitute material information for owners of Bonds.

(c) If the Regents determine that knowledge of the occurrence of an Event listed in Section 4(b) would be material, the Regents shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 4(d) hereof.

(d) If the Dissemination Agent has been instructed by the Regents to report the occurrence of an Event listed in Section 4(a) or Section 4(b), the Dissemination Agent shall in a timely manner not in excess of ten (10) business days after the occurrence of an Event file a notice of such occurrence with the MSRB with a copy to the Regents.

(e) The Dissemination Agent, if the Dissemination Agent is also the Trustee, shall promptly advise the Regents whenever, in the course of performing its duties as Trustee under the Resolution, it identifies an occurrence of an Event which could require the Regents to provide a notice pursuant to this Section 4; provided that the failure of the Dissemination Agent so to advise the Regents of such occurrence shall not constitute a breach by the Dissemination Agent, in its capacity as Trustee, of any of its duties and responsibilities hereunder or under the Resolution.

(f) At any time the Bonds are outstanding, the Dissemination Agent shall, without further direction or instruction from the Regents, provide in a timely manner to the MSRB notice of any failure by the Regents to provide Annual Financial Information and Audited Financial Statements (in substantially the form attached as Exhibit A to this Agreement) as specified in Section 3 hereof.

SECTION 5. Filing. The filing of Annual Financial Information, Audited Financial Statements, notices of Events or any other notice required by this Agreement shall be

effected by sending the filing or notice to the MSRB, in such designated electronic format, accompanied by such identifying information, as shall have been prescribed by the MSRB and which shall be in effect on the date of filing of such information.

SECTION 6. Concerning the Dissemination Agent.

(a) The Dissemination Agent shall not have any obligation to examine or review the Annual Financial Information and Audited Financial Statements and neither shall it have a duty to verify the accuracy or completeness of the Annual Financial Information and Audited Financial Statements.

(b) Solely for the purpose of (i) defining the standards of care and performance, including indemnification, applicable to the Dissemination Agent in the performance of its obligations under this Agreement, (ii) the manner of execution by the Dissemination Agent of those obligations, and (iii) matters of removal, resignation, succession of the Dissemination Agent under this Agreement, Article VIII of the Resolution is hereby made applicable to this Agreement as if this Agreement was (solely for this purpose) contained in the Resolution; provided that the Dissemination Agent shall have only such duties under this Agreement as are specifically set forth in this Agreement. Except as provided in Section 4(e) hereof, the Dissemination Agent shall have no duty to investigate or monitor compliance by the Regents with the terms of this Agreement. The Disseminating Agent shall have no obligation to examine or review the Annual Financial Information, Audited Financial Statements and notices of Events provided to it pursuant to the terms of this Agreement, and shall have no liability or responsibility for the form of, or the accurateness or completeness of, the Annual Financial Information, Audited Financial Statements and notices of Events disseminated by the Dissemination Agent hereunder.

Notwithstanding the provisions of Section 6 above, the Regents hereby agree to the extent permitted by law to hold harmless and to indemnify the Dissemination Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any bankruptcy or arbitration proceedings), which may be incurred by the Dissemination Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the negligence or willful misconduct of the Dissemination Agent in the performance of its duties under this Agreement. In no event shall Disclosure Agent be liable for special, indirect, or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if Disclosure Agent has previously been advised of such losses and damages. This Section shall survive the termination of the Agreement, payment of the Bonds, and the removal or resignation of the Dissemination Agent.

SECTION 7. Term. This Agreement shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earliest of (a) the date all principal and interest on the Bonds shall have been deemed paid pursuant to the terms of the Resolution; (b) the date that the Regents shall no longer constitute an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12; and (c) the date on which those portions of Rule 15c2-12 which

require this Agreement are determined to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds, which determination may be made in any manner deemed appropriate by the Regents, including by an opinion of any attorney or firm of attorneys experienced in federal securities laws selected by the Regents. The Regents shall provide a notice of any such termination with the Dissemination Agent who shall file such notice with the MSRB.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Agreement, the Regents may amend this Agreement, and any provision of this Agreement may be waived, if such amendment or waiver is consistent with Rule 15c2-12. Written notice of any such amendment or waiver shall be provided by the Regents to the Dissemination Agent who shall file it with the MSRB, and the Annual Financial Information shall explain the reasons for the amendment and the impact of any change in the type of information being provided. If any amendment changes the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made will present a comparison between the financial statement or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Regents from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other annual information or notice of occurrence of an event which is not an Event, in addition to that which is required by this Agreement; provided that the Regents shall not be required to do so. If the Regents choose to include any annual information or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the Regents shall have no obligation under this Agreement to update such information or include it in any future annual filing or notice of occurrence of an Event.

SECTION 10. Default and Enforcement. If the Regents fail to comply with any provision of this Agreement, any Bondowner may take action to seek specific performance by court order to compel the Regents to comply with its undertaking in this Agreement; provided that any Bondowner seeking to require the Regents to so comply shall first provide at least 30 days' prior written notice to the Regents of the Regents' failure (giving reasonable details of such failure), following which notice the Regents shall have 30 days to comply and, provided further, that only the owners of no less than a majority in aggregate principal amount of the Bonds may take action to seek specific performance in connection with a challenge to the adequacy of the information provided by the Regents in accordance with this Agreement, after notice and opportunity to comply as provided herein, and such action shall be taken only in a court of jurisdiction in the State of Idaho. A DEFAULT UNDER THIS AGREEMENT SHALL NOT BE DEEMED AN EVENT OF DEFAULT UNDER THE RESOLUTION OR THE BONDS, AND THE SOLE REMEDY UNDER THIS AGREEMENT IN THE EVENT OF ANY FAILURE OF THE REGENTS TO COMPLY WITH THIS AGREEMENT SHALL BE AN ACTION TO COMPEL PERFORMANCE.

SECTION 11. Beneficiaries. The Agreement shall inure solely to the benefit of the Regents, the Participating Underwriters and owners from time to time of the Bonds, and shall create no rights in any other person or entity.

THE REGENTS OF THE UNIVERSITY OF IDAHO

By:_____
Ronald E. Smith, Vice President
for Finance and Administration and
Bursar

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee and Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL FINANCIAL INFORMATION AND/OR AUDITED FINANCIAL STATEMENTS

Name of Authority: The Regents of the University of Idaho

Name of Bond Issue: The Regents of the University of Idaho General Revenue Bonds, Series 2014A

Name of Borrower: UNIVERSITY OF IDAHO

Date of Issuance: July __, 2014

NOTICE IS HEREBY GIVEN that the Borrower has not provided Annual Financial Information and/or Audited Financial Statements with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement dated as of July __, 2014, adopted by the Regents of the University of Idaho. The Borrower anticipates that the Annual Financial Information and/or Audited Financial Statements will be filed by [Date].

Dated: _____ __, 20__

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

cc: Borrower

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[On University of Idaho Letterhead]

July __, 2014

The Regents of the University of Idaho
University of Idaho
Moscow, ID 83844

Skinner Fawcett LLP
P.O. Box 700
515 South Sixth Street
Boise, ID 83701

Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, UT 84111

George K. Baum & Company
1400 Wewatta Street, Suite 800
Denver, CO 80202

Office of the Idaho Attorney General
Statehouse, Second Floor
Boise, Idaho 83720

Wells Fargo Bank, National Association
1300 SW 5th Ave.
Portland, OR 97201

Re: The Regents of the University of Idaho, General Revenue Bonds, Series 2014 in the Principal Amount of $_____ (the "Series 2014 Bonds").

Ladies and Gentlemen:

As University Counsel to The Regents ("Regents") of the University of Idaho (the "University"), I have reviewed certain documents in connection with the issuance and sale by the Regents of the above-captioned bonds (the "2014 Bonds"), including the Resolution of the Regents adopted on November 22, 1991, as previously restated, amended and supplemented, and the Supplemental Resolution of the Regents dated June 19, 2014, authorizing the issuance and sale of the Series 2014 Bonds (collectively, the "Resolution"), the Preliminary Official Statement dated June __, 2014, the Official Statement dated June __, 2014 (the "Official Statement"), and such other documents as I deemed necessary to render this opinion.

ATTACHMENT 7

Capitalized terms used as defined terms in this opinion have the meaning assigned to such terms in the Resolution. This opinion is rendered under the Bond Purchase Agreement dated June __, 2014 (the "Bond Purchase Agreement") between the Regents and George K. Baum & Company (the "Underwriter"), wherein the Regents agree to issue and sell to the Underwriter the Series 2014 Bonds.

Based upon my examination, it is my opinion that:

1. The University is an institution of higher education and a body politic of the State of Idaho, duly and validly created and existing pursuant to the laws of the State of Idaho, with, and the Regents have, full legal right, power, and authority (i) to issue bonds of the University pursuant to the Resolution; (ii) to adopt the Resolution; (iii) to enter into the Bond Purchase Agreement, the Continuing Disclosure Agreement and the other agreements contemplated or required by the Resolution and the Bond Purchase Agreement; (iv) to pledge the Pledged Revenues (as defined in the Resolution) to secure the payment of the principal of and interest on the Series 2014 Bonds; and (v) to carry out and consummate the transactions contemplated by the Resolution, the Official Statement, the Continuing Disclosure Agreement and the Bond Purchase Agreement.

2 The meeting of the Regents on June 19, 2014, at which the Supplemental Resolution was duly adopted by the Regents, was called and held pursuant to law, all public notices required by law were given, and the actions taken at the meeting, insofar as such actions relate to the Series 2014 Bonds, were legally and validly taken.

3. The adoption of the Resolution by the Regents, the execution and delivery of the Bond Purchase Agreement, the Continuing Disclosure Agreement and the other agreements contemplated or required by the Resolution, the Official Statement and Bond Purchase Agreement, and the performance by the Regents or the University of the transactions contemplated thereby will not conflict with or constitute a breach of or default under, any provision of the Idaho Constitution or laws or any applicable existing law, rule, regulation, ordinance, judgment, order or decree to which the University or the Regents is subject, or to the best of our knowledge after due inquiry, any commitment, note, agreement or other instrument to which the Regents or University is a party or by which it or any of its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any security interest, lien, charge or encumbrance (other than the lien of the Resolution) on any of its assets pursuant to the provisions of any of the foregoing.

4. The statements in the Official Statement under the sections titled "INTRODUCTION – the Regents and the University of Idaho" and "– Purpose of the Series 2014 Bonds," "SECURITY FOR THE SERIES 2014 BONDS," "PLAN OF FINANCE –Series 2014 Projects," "HISTORICAL PLEDGED REVENUES," "THE UNIVERSITY,"

ATTACHMENT 7

"FINANCIAL OPERATIONS OF THE UNIVERSITY," "UNIVERSITY GOVERNANCE AND ADMINISTRATION," "CONTINUING DISCLOSURE" and "LITIGATION" and in Appendices A and B to the Official Statement, are true and correct in all material respects and do not contain an untrue statement or omission of a material fact, it being understood that, in rendering this opinion, I am not expressing an opinion with respect to statistical data, technical and financial statements, operating statistics, and other financial data contained under these captions of the Official Statement. I hereby consent to the inclusion of my name as University Counsel to the Regents and the University in the section of the Official Statement entitled "LEGAL MATTERS" and on the cover page thereof.

5. The Regents have duly authorized the execution, delivery and performance by the Regents of the Bond Purchase Agreement and the Continuing Disclosure Agreement and such agreements are valid and binding obligations of the Regents enforceable against the Regents in accordance with their terms (subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and to the application of equitable remedies, if equitable remedies are sought).

6. Except as described in the Official Statement, there is no action, suit, proceeding, official inquiry or investigation, at law or in equity, pending or, to my knowledge threatened (and there is no basis for such action, suit, proceeding, official inquiry or investigation,) which (i) questions the existence or powers of the Regents or the University or the title to office of any present official of the Regents or the University; (ii) seeks to prohibit, restrain or enjoin the sale, issuance or delivery of any of the Series 2014 Bonds or the authorization, execution and delivery of the Resolution, the Bond Purchase Agreement, Continuing Disclosure Agreement and the other agreements contemplated or required by the Resolution, the Official Statement and Bond Purchase Agreement; (iii) affects the collection of the Pledged Revenues pledged or to be pledged to pay the principal of and interest on the 2014 Bonds, or the pledge of the revenue and other funds and accounts under the Resolution; (iv) contests the completeness or accuracy of the Official Statement; or (v) contests any authority for the issuance of the 2014 Bonds, and the adoption of the Resolution, or the execution and delivery of the Bond Purchase Agreement and other agreements contemplated or required by the Resolution, the Official Statement or the Bond Purchase Agreement or the validity of any proceedings taken by the Regents or the University in connection with the issuance or sale of the 2014 Bonds.

Very Truly Yours,

Kent E. Nelson
University Counsel

ATTACHMENT 7

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ATTACHMENT 7

July __, 2014

George K. Baum & Company
Denver, Colorado

Re: The Regents of the University of Idaho General Revenue Bonds, Series 2014

This letter is being delivered to you pursuant to Section 7(c)(6) of the Bond Purchase Agreement (the "Purchase Agreement") dated June __, 2014 between George K. Baum & Company (the "Underwriter"), and the Regents of the University of Idaho (the "Regents"), which Purchase Agreement relates to the purchase by the Underwriter of $_____ aggregate principal amount of the Regents' General Revenue Bonds, Series 20142014, (the "Series 2014 Bonds"). Capitalized terms which are used herein but which are not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

We have acted as co-bond counsel to the Regents in connection with the issuance of the Series 2014 Bonds and, in that capacity, have examined executed counterparts of the Purchase Agreement, the Resolution, the Continuing Disclosure Agreement and the Official Statement of the Regents with respect to the Series 2014 Bonds dated June __, 2014 (the "Official Statement"). We have also examined the originals or copies, certified or otherwise identified to our satisfaction, of such other documents, records and other instruments as we have deemed necessary or advisable for purposes of this letter.

On the basis of such examination, we are of the opinion as of the date hereof and under currently existing law as follows:

1. The Purchase Agreement, and the Continuing Disclosure Agreement have each been duly authorized, executed and delivered by the Regents.

2. The Series 2014 Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

3. The statements contained in the Official Statement under the captions "INTRODUCTION—Authority for Issuance," "—Terms of the Series 2014 Bonds," "—Payment and Security for the Series 2014 Bonds," "THE SERIES 2014 BONDS," "SECURITY FOR THE SERIES 2014 BONDS–Pledged Revenues," "—Covenants," "—No Debt Service Reserve Account for the Series 2014 Bonds," and "TAX MATTERS," and in APPENDIX C, and APPENDIX F to the Official Statement insofar as the statements contained under such captions purport to summarize and/or extract certain provisions of the Series 2014 Bonds, the Resolution,

and our opinion with respect to the status of interest on the Series 2014 Bonds, present an accurate summary and/or extract of such provisions in all material respects.

Because the primary purpose of our professional engagement as co-bond counsel was not to establish factual matters and because of the wholly or partially nonlegal character of many determinations involved in the preparation of the Official Statement, except with regards to the matters contained in Paragraph 3 above, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as co-bond counsel, during the course of preparation of the Official Statement, we met in conferences with representatives of and counsel to the Regents and the University, your representatives and counsel, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in the above-mentioned conferences, and in reliance thereon and on the certificates and other documents herein mentioned, we advise you that no information came to the attention of the attorneys in our firm rendering legal services in such connection which caused them to believe that the Official Statement as of its date and as of the date of this letter contained or contains any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed herein as to financial statements, financial, economic demographic or statistical data, forecasts, charts, estimates, projections, assumptions, expressions of opinion, any information about book-entry and The Depository Trust Company, and information contained in Appendix A, Appendix B, and Appendix E to the Official Statement).

We have on this day rendered our approving opinion as Co-Bond Counsel to the Regents with respect to the Series 2014 Bonds. You are entitled to rely on such opinion as if it were addressed to you.

This letter is furnished by us as co-bond counsel to the Regents. No attorney-client relationship has existed or exists between our firm and you in connection with the Series 2014 Bonds or by virtue of this letter. We disclaim any obligation to update this letter. This letter is delivered to you solely for your benefit and may not be relied upon by any other persons. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by the owners of the Series 2014 Bonds or by any party to whom it is not addressed.

Respectfully submitted,

SKINNER FAWCETT LLP

BALLARD SPAHR LLP

Ballard Spahr LLP

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ATTACHMENT 7

July __, 2014

University of Idaho
P.O. Box 443168
Moscow Idaho 83844-3168

RE: The Regents of the University of Idaho General Revenue Bonds, Series 2014A

We have acted as co-bond counsel to the Regents of the University of Idaho (the "Regents") in connection with the issuance by the Regents of their General Revenue Bonds, Series 2014A (the "Bonds"). The Bonds are being issued pursuant to (i) Title 57, Chapter 5 and Title 33, Chapter 38, Idaho Code, as amended and (ii) a Resolution, adopted by the Regents on November 22, 1991, as heretofore amended, supplemented, and restated, and as further supplemented and amended by a supplemental resolution of the Regents adopted on June 19, 2014 (collectively, the "Resolution"). The Bonds are being issued (i) to finance certain capital improvements of the University of Idaho (the "University"), and (ii) to pay costs of issuance associated with the Bonds. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Resolution.

Our services as co-bond counsel have been limited to the preparation of the legal proceedings and supporting certificates authorizing the issuance of the Bonds under the applicable laws of the State of Idaho and to a review of the transcript of such proceedings and certificates. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our examination has been limited to the foregoing as they exist or are in effect as of the date hereof. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing laws as follows:

1. The Resolution has been duly adopted by the Regents and constitutes a valid and binding obligation of the Regents enforceable upon the Regents.

ATTACHMENT 7

2. The Resolution creates a valid lien on the amounts pledged thereunder for the security of the Bonds.

3. The Bonds are valid and binding limited obligations of the Regents, payable solely from the Pledged Revenues and other amounts pledged therefor under the Resolution.

4. Based on an analysis of currently existing laws, regulations, decisions and interpretations, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Regents and continuing compliance by the Regents with the requirements of the Internal Revenue Code of 1986. Interest on the Bonds is not an item of tax preference for purposes of either individual or corporate federal alternative minimum tax; however interest on the Bonds held by a corporation (other than an S corporation, regulated investment company, or real estate investment trust) may be indirectly subject to federal alternative minimum tax because of its inclusion in the adjusted current earnings of a corporate holder; interest on the Bonds is exempt from State of Idaho personal income taxes;

In rendering our opinion, we wish to advise you that:

(i) The rights of the Owners of the Bonds and the enforceability thereof and of the Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(ii) We express no opinion herein as to the accuracy, adequacy, or completeness of the Official Statement or any other offering material relating to the Bonds; and

(iii) Except as set forth above, we express no opinion regarding any other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on the Bonds.

Respectfully submitted,

SKINNER FAWCETT LLP

BALLARD SPAHR LLP

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UNIVERSITY OF IDAHO
Attachment

SUBJECT
Description of proposed 2014 bond projects - Integrated Research and Innovation Center and College of Education Building, Renovation and Improvements.

BACKGROUND/ DISCUSSION

Integrated Research and Innovation Center

The University of Idaho (UI) is currently in the design process of an effort aimed at constructing an Integrated Research and Innovation Center (IRIC) on the Moscow campus. This proposed new building will be sited at a central location in the heart of the campus. This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The project has been cited as a key priority in our multi-year capital plans and state funding requests since 1999.

The University received a federal grant supporting conceptual planning of the facility in 2005, and subsequently hired NBBJ as the design agent through a competitive qualifications-based selection process. Initial work included a review of current campus research capabilities, and an evaluation of options to build new versus remodel existing science spaces. Site analysis and selection and initial architectural programming work followed. This initial program work and subsequent program iterations yielded a refined and tested vision of a $49M project providing state of the art new science and research space.

In December of 2012, the university achieved Board of Regents Authorization for the planning and design phases of the project. The architectural firm NBBJ was retained for the design process. NBBJ has assembled a highly competent and professional team of sub consultants and design is now well underway. The design team has completed the conceptual design, schematic design, and design development phases of the design process, and is approximately 90% complete with the construction document phase. At this point, the documents envision a three story structure of 70,800 gsf.

The design and project administration team working together has determined that the project is best delivered in two major phases. The first phase consists of site clearing, site excavation, site utilities, footings and foundations, under floor utilities, first floor slab-on-grade, and the erection of steel framing. This first phase will be funded by a $5 million contribution to the overall project by the State of Idaho through the Permanent Building Fund (PBF). Given the PBF funding, the initial phase of the project will be delivered and administered by the State of Idaho

Division of Public Works (DPW) under the direction and guidance of Tim Mason, Administrator. DPW has achieved the needed project authorizations to initiate construction under the policies and processes of the Permanent Building Fund Advisory Council (PBFAC).

Subsequent to the PBF funded, DPW administered phase of the project, the university will take over and administer a second phase that will complete the build-out of the project. A coordinated milestone schedule for this transfer of project administrative responsibilities is being developed in cooperation between DPW, the university and the design team. While an exact date is yet to be determined, it is generally assumed that this handoff will occur approximately late 2014/early 2015. The UI administered phase of the project will be funded through bond proceeds developed by the University of Idaho.

A rough timeline for the anticipated design and construction process, to include future board authorizations, follows:

Dec 2012	Regents authorized planning and design phase, and The design process was initiated
Apr 2014	Regents authorized project construction implementation
Jun 2014	Seek authorization for issuance of construction bonds
Jul 2014	Begin construction of the PBF funded, DPW administered phase of the project—24 months construction overall, to include building commissioning and move in
Fall 2016	Building operational

The project is expected to be funded through a combination of State of Idaho PBF funds allocated for this purpose, and agency funding.

In the December, 2012 authorization request for the planning and design phases, the university indicated that the planning and design phase expenditures of $3.6 million would be funded through the use of existing cash reserves. Further, the university indicated that those cash reserves would be restored and replenished through the proposed construction phase bond sale anticipated to occur following indebtedness authorization in June, 2014. The funding summary below and as detailed in the Capital Project Tracking Sheet reflects this intent.

This project directly supports the University's strategic plan and its education, research, and outreach goals and is fully consistent with the University's Long Range Campus Development Plan (LRCDP), and the Campus Infrastructure Master Plan.

IMPACT

This design and construction project effort is anticipated to be $49,000,000. The overall project impact, to include the pre-planning expenditures, planning and design phases, and construction is $49,938,600.

University of Idaho June 18-19, 2014

New Facility and Building Renovation/Improvements Details Attachment

Prior Authorized Expenditures (Pre-Planning/Pre-Design)
(As reported in April, 2012)

Funding	$938,600	**Expenditures**	$936,427

Anticipated IRIC Project (Planning, Design and Construction)

Funding		**Estimate Budget**	
State (FY14 & 15)	$ 5,000,000	Construction	$ 38,018,800
Federal (Grant)	$ 0	A/E & Consultant Fees	$ 3,736,500
Other (UI/Bond)	$ 44,000,000	Fixtures, Furn., & Equip.	$ 1,365,000
Private	$ 0	Commissioning	$ 125,000
Total	$ 49,000,000	Testing and Surveys	$ 280,000
		Plan Check & Fees	$ 105,000
		Institutional Support	$ 41,000
		Contingency	$ 5,328,700
		Total	$ 49,000,000

College of Education Building, Renovation and Improvements

This effort is modeled after the successful asbestos remediation and whole building renovation of the former University Classroom Center (UCC), now the Teaching and Learning Center (TLC), completed at the University of Idaho in 2005. The UCC presented the very same issues associated with steel framing covered by ACM fire-proofing in an otherwise sound structure that was equipped with a non-compliant, non-ducted open plenum return HVAC system. Just as with the College of Education Building, the conclusion in the case of the UCC was that a whole-building renovation approach provided the best and most efficient solution for the University and the State. The UCC- to -TLC renovation and improvement was completed in 2005 to great success.

When complete, the project will result in the complete revitalization and renewal of the existing structure with the intent of providing a safe, clean, efficient, sustainable, aesthetic, technology capable, flexible environment in which the College of Education can deliver programs and pedagogies designed to support current, technologically-supported, educational content to the students of the College and future educational professionals on behalf of the citizens of the State of Idaho.

The University desires to proceed with the project led and administered by the State Division of Public Works. Funding is envisioned to be a combination of State Permanent Building Funds (PBF) as well as bond funds procured by the University of Idaho, and donated gifts.

The design phase is now well underway. The design and project administration team working together has determined that the project is best delivered in two major phases. The first phase consists of abatement of hazardous materials and demolition and the second phase will consist of the renovation and restoration of the College of Education Building.

The abatement and demolition phase is estimated to have a performance period of 8 to 9 months given the character and the amount of contaminated materials and systems present in the existing building. Schedule constraints drive the need to begin the abatement and demolition phase during the summer of 2014. Design work on the renovation and restoration phase will continue in parallel with the implementation of the hazardous materials and demolition phase.

Project Delivery Schedule Summary

In general, the overall milestones anticipate that the building is off-line for renovation and unoccupied beginning mid-summer of 2014 through summer of 2016. The goal is that the renovated and improved College of Education Building will be fully functional and operational for the Fall Semester, 2016.

June 2013	Regents authorized planning and design phase
Apr 2014	Regents authorized project construction implementation
Jun 2014	Seek authorization for issuance of construction bonds
Jul 2014	Begin construction
Fall 2016	Building operational

IMPACT

The immediate fiscal impact of this effort is to fund the abatement, demolition and phase costs of the project. The total budget for this project effort is currently set at $17,160,000, to include design and construction costs and appropriate and precautionary contingency allowances. This is an increase over the amount indicated in the initial Planning and Design Phases Authorization and is the result of successful fund raising efforts spearheaded by the Dean of the College of Education. This additional amount will be used to secure the full scope of the project and to ensure the desired level of fit and finish.

University of Idaho June 18-19, 2014

New Facility and Building Renovation/Improvements Details Attachment

Overall College of Education Project

Funding	
State	
FY 13 A&R	$192,600
FY 14 A&R	$1,004,900
FY 14 Appr.	$3,750,000
FY 15 Appr.	$2,000,000
Other	
UI Bond Funds	$7,552,500
UI Gift Funds	$2,660,000
Total	$17,160,000

Estimate Budget	
HazMat & Demo Phase	$2,000,000
Construction Phase	$12,300,000
A/E, IH & Consultant Fees	$2,050,000
Commissioning	$77,000
Testing and Surveys	$72,000
Plan Check & Fees	$15,774
Contingency	$645,226
Total	$17,160,000

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LEWIS-CLARK STATE COLLEGE

SUBJECT

Increase to FY2015 Athletic Limit

REFERENCE

April 2014 — Idaho State Board of Education approved revised Athletic Limits for FY2015

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

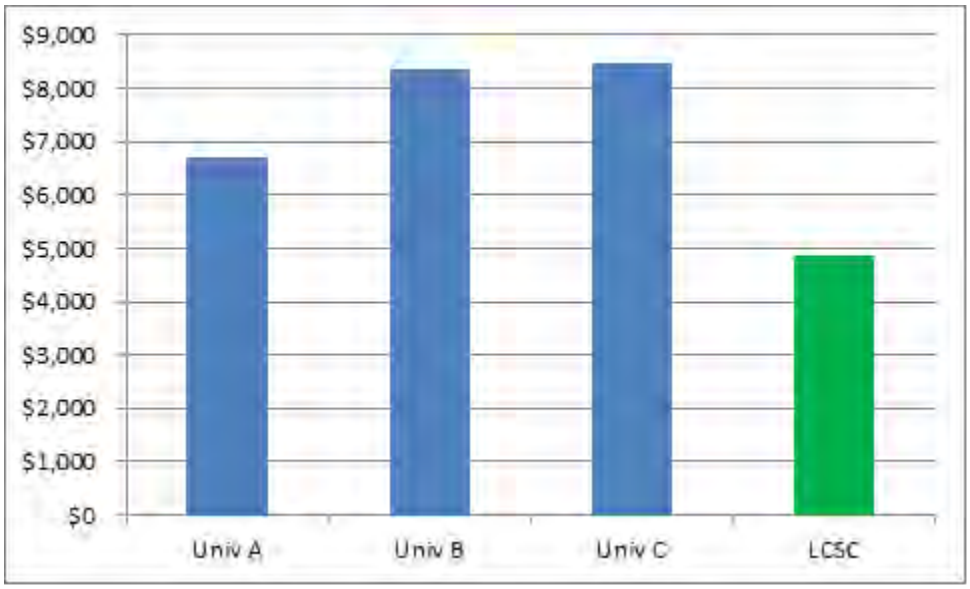
Lewis-Clark State College's (LCSC) men and women's track and cross-country programs are flourishing. During this past year, an unprecedented number of our cross-country and track and field athletes qualified for NAIA national tournaments, and participation has increased to a total of 80 student athletes. LCSC plans to increase participation in track and cross-country by at least 20 students in FY2015. To accommodate the expansion of these programs, the College is requesting that its current General Fund limit of $993,300 be increased by $100,000 to a new total of $1,093,300.

Currently, the LCSC General Fund athletic limit, on a per-participant basis, is the lowest of any of the four-year institutions. To date, LCSC has not requested temporary or permanent increases to its General Fund athletic limit to cover Gender Equity costs. LCSC's approach is to manage Gender Equity requirements within the Board's basic General Fund limit, if possible. While Title IX considerations will be a key factor in recruitment of the additional student athletes, this request is not being presented as a Gender Equity proposal, per se.

Shown below are the FY2015 General Fund limits for the four institutions and the total number of participants at each of the institutions (FY2013 actual participant counts taken from the latest Intercollegiate Gender Equity Reports).

Institution	Gen Fund Limit	Gender Equity Gen Fund Limit	Total Gen Fund Limit	Participants	Dollar Limit per Participant
BSU	$2,671,900	$1,178,600	$3,850,500	574	$6,708
ISU	$2,671,900	$780,000	$3,451,900	414	$8,338
UI	$2,671,900	$1,021,300	$3,693,200	437	$8,451
LCSC	$993,300	$0	$993,300	204	$4,869

General Fund Dollar Limits per Participant



LCSC continues to operate a successful—and lean—Athletics program, while keeping below (though close to) the Board-directed athletic limits. The requested $100,000 increase in LCSC's General Fund Athletic Limit would enable the College to support projected growth in its track/cross-country programs and would also increase enrollment and tuition revenue (as a result of 20 additional student athletes). The College is not requesting an increase in the support limit for Institutional Funds, nor is it requesting any increase to the current Student Activity Fee formula.

IMPACT

Approval of this request would enable LCSC to use available General Fund dollars to hire an assistant coach to support track-and-field/cross-country programs. Currently, only one paid employee supports these six programs (men and women's cross-country, men and women's indoor track, and men and women's outdoor track). The remaining funds would support additional operating expenses, travel, and equipment costs associated with the expansion of the program. After expanding participation in the program to the President's-approved target of 20 additional athletes, the new LCSC General Fund limit dollars per student ratio would remain essentially unchanged, increasing from the current level of $4,869 per participant (as shown in the graph above) to $4,880—an $11 increase.

STAFF COMMENTS AND RECOMMENDATIONS

If the Board were to approve LCSC's request, the dollar limit per participant at LCSC ($4,880) would still be well below that of the next lowest institution (BSU at $6,708). Staff finds LCSC makes a reasonable case for the need to increase its General Fund limit and therefore recommends approval.

BOARD ACTION

I move to approve the request from Lewis-Clark State College to increase its FY2015 General Fund athletic limit by $100,000 resulting in a new limit of $1,093,300.

Moved by _____Seconded by _____Carried Yes___ No___

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STATE DEPARTMENT OF EDUCATION
JUNE 19, 2014

TAB	DESCRIPTION	ACTION
1	**SUPERINTENDENT'S UPDATE**	Information Item
2	**AMENDMENTS TO ESEA WAIVER**	Motion to Approve

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SUBJECT

Superintendent of Public Instruction Update to the State Board of Education.

BACKGROUND/DISCUSSION

Superintendent of Public Instruction, Tom Luna, will provide an update on the State Department of Education.

BOARD ACTION

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

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SUBJECT

Proposed Amendments to Idaho's ESEA Flexibility Amendment

REFERENCE

February 16, 2012	State Board Approval of First Draft of ESEA Waiver
June 20, 2012	State Board Approval of College Entrance and Placement Exam benchmarks
August 15, 2013	State Board Approval of Proposed changes to IDAPA 08.02.03.105.06(d) – graduation requirements for the Class of 2016 allow for the field test waiver to be implemented in Idaho.
November 1, 2013	State Board Approval of Pending Rule Docket No. 08.0203.1306

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.03.112 Accountability

BACKGROUND/DISCUSSION

On October 18th, 2013 Idaho received the ESEA Flexibility Part B Monitoring Report that took place August 13 - 14, 2013 by representatives of the US Department of Education. The report highlighted next steps that would need to be addressed in the state of Idaho's amendment submission. The areas highlighted for improvement included:

- Annually report college-going and college-credit accumulation rates (Assurance 5) as defined under the State Fiscal Stabilization Fund Indicators (c)(11) and (c)(12) (Assurances 5 of ESEA Flexibility).

- Develop and Implement a State-Based System of Differentiated Recognition, Accountability, and Support.

- Priority Schools – Idaho State Department of Education (SDE) did not demonstrate that its non-SIG priority schools have met the requirements of the school leadership turnaround principle.

- Focus Schools – SDE explained that its generalized approach intentionally focuses on raising the quality of instruction for all students because SDE regards raising the quality of core instruction as its schools' most immediate need.

- State and Local Report Cards - report cards do not contain all required information, including National Assessment of Education Progress data and highly quality teacher data. This has been corrected.

IMPACT

The Department has made the following changes to reflect peer review findings:

- The Report Card was adjusted before submission and the State-wide system of Differentiated Recognition, Accountability, and Support was handled with addressing Principle 2 components of the ESEA Flexibility waiver.

- The Board and Department are going to have to work together to make sure that during the 2014-2015 School year the K-12 State Longitudinal Data System (SLDS) and the post-secondary SLDS work together to identify and then post the rates necessary.

- Reward Schools will need to be recognized for High Achievement and Highest Growth and the SDE will work on ways to recognize and promote the success of school through providing resources for schools to share at the Department's Title I conference and ways of promoting best practices.

- Priority Schools will have to either replace their principals if they have been there less than two years or submit a Letter of Affirmation stating why the principal will be the "turnaround principal."

- SDE representatives will visit each Focus School each year to reflect on how the Focus School is meeting the needs of the subgroup through their interventions.

The Department has worked with representatives from the US Department of Education to find appropriate solutions to the peer review findings. If the State Board of Education does not approve the amendments to Idaho's approved ESEA Flexibility Waiver, then the State Department of Education and the State Board of Education will need to come up with alternative solutions to the findings in the monitoring report prior to the 2014-2015 school year.

ATTACHMENTS

Attachment 1 - ESEA Flexibility Part B Monitoring Report Page 3
Attachment 2 - ESEA Flexibility Amendment Submission Page 9
Attachment 4 - Focus School Intervention Protocol Page 15
Attachment 3 - ESEA Waiver 05-12-14 Redline Page 19

BOARD ACTION

I move to approve Idaho's application for the ESEA Flexibility Waiver amendment as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

DRAFT DUE TO SEA: Friday, October 18, 2013 (please note: 45 days actually occurs on Saturday, October 19, 2013; however, Friday, October 18, 2013 is the latest-occuring business day prior to Saturday, October 19, 2013)

ESEA FLEXIBILITY PART B MONITORING REPORT

MONITORING VISIT	INFORMATION
State Educational Agency (SEA)	Idaho State Department of Education (ISDE)
Request Approved	September 28, 2012
Request Amended	May 15, 2013
ESEA Flex Monitoring Activity	Onsite
Monitoring Review Date(s)	August 13 and 14, 2013
Exit Conference	August 27, 2013
Interviews Conducted	Tom Luna, Marcia Beckman, Christina Nava, Karen Seay, Lisa Paul, Richard Henderson, Alison Lowenthal, Steve Underwood, Greg Alexander, Becky Martin, Adria David, Kimberly Barnes, TJ Bliss, Nicole Hall, Toni Wheeler, Angela Hemingway, Scott Cook, Joyce Popp, and, Melissa McGrath
U.S. Department of Education (ED) Monitors	Elizabeth Ross and Amy Bae

OVERVIEW OF ESEA FLEXIBILITY MONITORING

The U.S. Department of Education (ED) is committed to supporting State educational agencies (SEAs) as they implement ambitious reform agendas through their approved ESEA flexibility requests. Consistent with this commitment, ED has designed a monitoring process to assess an SEA's implementation of the principles of ESEA flexibility and the State-level systems and processes needed to support that implementation.

Part B Monitoring

In Part B monitoring, SEA implementation of ESEA flexibility was reviewed across several key areas: State-level Systems and Processes, Principle 1, Principle 2, and Principle 3, as outlined in the *ESEA Flexibility Part B Monitoring Protocol*. In each broad area, ED identified key elements that are required under ESEA flexibility and are likely to lead to increased achievement for students. Through examination of documentation submitted by the SEA and interviews with SEA staff, ED assessed the effectiveness of implementation of ESEA flexibility by identifying the extent to which an SEA:

1. Is ensuring that implementation is occurring consistent with the SEA's approved request and the principles and timelines of ESEA flexibility.
2. Is continuing to review and make adjustments to support implementation.
3. Is establishing systems and process to sustain implementation and improvements.

The report contains the following sections:

- *Highlights of the SEA's Implementation.* This section identifies key accomplishments in the SEA's implementation of ESEA flexibility.
- *Status of Implementation of ESEA Flexibility.* This section indicates whether or not the SEA has met expectations for each element of ESEA flexibility.

DRAFT

- *Elements Requiring Next Steps.* When appropriate, this section identifies any elements where the SEA is not meeting expectations and includes Next Steps that the SEA must take to meet expectations.
- *Recommendations to Strengthen Implementation.* This section provides recommendations to support the SEA in continuing to meet the principles and timelines of ESEA flexibility and strengthening implementation.
- *Additional Comments.* When appropriate, this section includes any additional information related to the SEA's implementation of ESEA flexibility not included elsewhere.

HIGHLIGHT OF IMPLEMENTATION OF ESEA FLEXIBILITY

The SEA's work includes the following key accomplishment relating to the implementation of ESEA flexibility and/or efforts to engage in a process of continuous review and analysis, particularly for those elements receiving a comprehensive review:

- In order to ensure a smooth transition to and implemention of college- and career-ready standards, ISDE conducted thoughtful and coordinated outreach to engage stakeholders, with a significant emphasis on school level staff.

STATUS OF IMPLEMENTATION OF ESEA FLEXIBILITY

SEA Systems & Processes

Element	Status
Monitoring (EDGAR 80.40 and 2.G)	Meeting Expectations
Technical Assistance (2.G)	Meeting Expectations
Data Collection & Use (§9304(a)(6))	Meeting Expectations
Family & Community Engagement and Outreach (Implementation Letter)	Meeting Expectations

Principle 1

Element	Status
Transition to and Implement College- and Career-ready Standards (1.B)	Meeting Expectations
Adopt English Language Proficiency Standards (Assurance 2)	Meeting Expectations
Develop and Administer High-Quality Assessments (Assurance 3)	Meeting Expectations
Develop and Administer Alternate Assessments (Assurance 3)	Meeting Expectations
Develop and Administer English Language Proficiency Assessments (Assurance 4)	Meeting Expectations
Annually Reports College-going and College-credit Accumulation Rates (Assurance 5)	Not Meeting Expectations

Principle 2

Element	Status

Develop and Implement a State-Based System of Differentiated Recognition, Accountability, and Support (2.A)	Not Meeting Expectations
Reward Schools (2.C)	Not Meeting Expectations
Priority Schools (2.D)	Not Meeting Expectations
Focus Schools (2.E)	Not Meeting Expectations
Other Title I Schools (2.F)	Meeting Expectations
State and Local Report Cards (§1111 of the ESEA; 2.B and Assurance 14)	Not Meeting Expectations

Principle 3

Element	Status
Teacher Evaluation and Support Systems (3.B)	This activity is being addressed through the review and approval of Principle 3 of ISDE's ESEA flexibility request.
Principal Evaluation and Support Systems (3.B)	This activity is being addressed through the review and approval of Principle 3 of ISDE's ESEA flexibility request.

ELEMENTS REQUIRING NEXT STEPS

Annually Reports College-going and College-credit Accumulation Rates (Assurance 5)

Element	Annually Reports to the Public College-going and College-credit Accumulation Rates, as defined under State Fiscal Stabilization Fund Indicators (c)(11) and (c)(12) (Assurance 5 of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA Flexibility*. ISDE explained that it has been collecting college-going and college-credit accumulation rates for Idaho high schools and universities since the 2006-2007 school year; however, these data are not disaggregated for all students and all student groups and do not include students that attend colleges and universities outside of Idaho. ISDE further explained that it has two Statewide Longitudinal Data Systems (SLDS) that it uses to track some of these data; however, its K-12 SLDS and post-secondary SLDS are not integrated, nor did ISDE speak to any plans to integrate its two SLDS'.
Next Steps	Through its request for an extention of its ESEA flexibility request, ISDE will amend its ESEA flexibility request to include a high quality plan to annually report to the public college-going and college-credit accumulation rates for all students and all student groups in each LEA and each public high school no later than the 2014-2015 school year.

Develop and Implement a State-Based System of Differentiated Recognition, Accountability, and Support (2.A)

Element	Develop and Implement a State-Based System of Differentiated Recognition, Accountability, and Support (2.A of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA Flexibility*. As described below in the reward school

Element	Develop and Implement a State-Based System of Differentiated Recognition, Accountability, and Support (2.A of ESEA Flexibility)
	and focus school section of the report, ISDE has failed to meet expectations in regard to two categories of schools – reward schools and focus schools – within its system of differentiated recognition, accountability, and support. In doing so, ISDE has failed to fully implement its system of differentiated recognition, accountability, and support for all LEAs in the State and for all Title I schools in those LEAs consistent with its approved ESEA flexibility request.
Next Steps	Through its request for an extention of its ESEA flexibility request, ISDE will complete the next steps outlined below pertaining to reward schools and focus schools and is required to ensure compliance in implementing its system of differentiated recognition, accountability, and support.

Reward Schools (2.C)

Element	Reward Schools (2.C of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA Flexibility*. Although ISDE successfully identified and provided recognition to its reward schools during the 2012-2013 school year, ISDE explained that it was unable to identify reward schools for the 2013-2014 school year because its approved ESEA flexibility request stipulates that three years of data shall be used to identify reward schools. Thus, ISDE stated that it has not identified its reward schools for the 2013-2014 school year, nor did ISDE provide a plan to do so.
Next Steps	Within 30 business days ISDE will submit an amendment to its ESEA flexibility request that includes a method of identifying reward schools in the 2013-2014 school year and in any other year for which there may be fewer than three years of data, consistent with the requirements of ESEA flexibility.

Priority Schools (2.D)

Element	Priority Schools (2.D of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA Flexibility*. ISDE failed to demonstrate that its non-SIG priority schools are implementing all of the turnaround principles in the 2013-2014 school year, consistent with the timeline in its approved ESEA flexibility request. Specifically, ISDE did not demonstrate that its non-SIG priority schools have met the requirements of the school leadership turnaround principle such that these schools can accurately consider the 2013-2014 school year to be year 1 of full implementation.
Next Steps	Within 30 days of the receipt of this report, ISDE must submit an admendment to its approved ESEA flexibility request with: 1) An updated timeline for three years of full implementation in all priority schools clarifing which schools are implementing all turnaround principles and therefore are in year 1 or 2 of implementation, and which schools have not yet implemented all turnaround principles and therefore would begin full implementation in the 2014-2015 school year; and 2) an updated high quality plan for ensuring that all priority

Element	Priority Schools (2.D of ESEA Flexibility)
	schools are implementing interventions aligned with all turnaround principles no later than the 2014-2015 school year.

Focus Schools (2.E)

Element	Focus Schools (2.E of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA Flexibility*. ISDE is not ensuring that its LEAs implement interventions in each focus school based on academic data targeted to the specific school's need and/or student group performance. Instead, ISDE explained that it is utilizing a more generalized approach to intervene in its focus schools. ISDE further explained that its generalized approach intentionally focuses on raising the quality of instruction for all students because ISDE regards raising the quality of core instruction as its schools' most immediate need.
Next Steps	Within 30 days of the receipt of this report ISDE will submit evidence that it has implemented and documented a formalized review process of its focus schools' interventions, and provide and admendment to its approved ESEA flexibility request that details the process the SEA will use to ensure that each of its 42 focus schools are implementing interventions that target the specific school's need and/or student group performance.

State and Local Report Cards (§1111 of the ESEA; 2.B and Assurance 14)

Element	State and Local Report Cards (§1111 of the ESEA) (2.B and Assurance 14 of ESEA Flexibility)
Summary and Status of Implementation	ISDE has not demonstrated that this element is carried out consistent with its approved ESEA flexibility request and the principles and timelines outlined in the document titled *ESEA* Flexibility. ISDE provided electronic copies of its 2012-2013 school year State and local report cards, which it made publicly available on August 1, 2013. However, these report cards do not contain all required information, including National Assessment of Education Progress data and high quality teacher data. ISDE stated that it intends to update its report cards consistent with ED's February 8, 2013 report card guidance during fall 2013.
Next Steps	Within 30 days of receipt of this report ISDE will submit a plan for ensuring that its State and local report cards are consistent with ED's February 8, 2013 report card guidance and will submit evidence that it has updated its 2013-2014 State and lcal report cards.

RECOMMENDATION TO STRENGTHEN IMPLEMENTATION

The following recommendation is provided to support the SEA in continuing to meet the principles and timelines of ESEA flexibility and strengthen implementation through continuous improvement and the establishment of systems and processes to sustain implementation and improvement.

- *ISDE should consider strengthening its communication with parents and families of English Learners in order to ensure that these populations understand the implications of every component of ISDE's ESEA flexibility request. ISDE may consider making its ESEA flexibility request and supporting documents*

available in languages other than English and/or providing translators at community meetings, within reason and as applicable.

ADDITIONAL COMMENTS

- *As a result of a special referendum passed in November 2012, key components of Principle 3 of ISDE's ESEA flexibility request were overturned. ISDE subsequently requested and ED agreed to suspend review of ISDE's originally-submitted Principle 3, concurrent with ISDE's assurance that it would re-submit an updated version of Principle 3 of its ESEA flexibility request. On May 15, 2013, ISDE submitted Principle 3 of its ESEA flexibility request, and, in doing so, received approval to continue to implement ESEA flexibility through the end of the 2013-2014 school year. As of the date of this monitoring report, ED has not yet peer reviewed nor approved Principle 3 of ISDE's ESEA flexibility request. ED will address any concerns related to Principle 3 of ISDE's ESEA flexibility request via a separate and forthcoming Principle 3 review and approval process.*
- *Consistent with its approved ESEA flexibility request, ISDE intends to transition to the WIDA assessment to ensure that English proficiency is determined using an assessment that is aligned to English Language Proficiency standards which correspond to college- and career-ready standards.*

STATE DEPARTMENT OF EDUCATION
May 20, 2014

ESEA FLEXIBILITY
Amendment Submission

Dear Assistant Secretary Delisle:

I am writing on behalf of the Idaho State Board of Education to request approval to amend Idaho's approved ESEA flexibility request. The relevant information, outlined in the *ESEA Flexibility Amendment Submission Process* document, is provided in the table below.

Flexibility Element(s) Affected by the Amendment	Brief Description of Element as Originally Approved	Brief Description of Requested Amendment	Rationale	Process for Consulting with Stakeholders, Summary of Comments, and Changes Made as a Result
Assurance 5 (pg. 11) It will report Annually to the public on college-going and college credit-accumulation rates for all students and subgroups of students in each LEA and each public high school in the	Originally, Assurance 5 was not adequately addressed within the waiver submission.	We propose to include a high-quality plan to annually report to the public, college-going and college-credit accumulation rates for all students and all student groups in each LEA and each public high school no later than the 2014-2015 school year.	An annual public report of college-credit accumulation rates for all students and all student groups in each LEA and each public high school will hold districts and schools accountable for tracking the number of students who are advancing beyond high school requirements, specifically college-going and college-credit accumulation. By holding districts responsible for reporting the status of all students and all student groups,	With the submission of this amendment the ISDE will send an email to all LEAs inviting them to review changes made and comment as well as post a public notice on our website. At the end of the public comment period all comments received will be documented and will be considered, with the possibility of revising the amendment.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0581.

Flexibility Element(s) Affected by the Amendment	Brief Description of Element as Originally Approved	Brief Description of Requested Amendment	Rationale	Process for Consulting with Stakeholders, Summary of Comments, and Changes Made as a Result
State. (Principle 1)			Idaho will have specific data to determine where additional support and action may be needed to increase the rate of college-going and college-credit accumulation. Overview of SEA's Request for the ESEA Flexibility – See pages 30-31.	
2.C Reward Schools	See pages 97-98 Five-Star schools may be nominated for national awards such as the National Blue Ribbon Award and Distinguished School Awards. Both Five-Star and Four-Star schools will be	We propose to submit an amendment that will include a method (IDAPA 08.02.03.113.01) of identifying reward schools in any year for which there may be fewer than three years of data, consistent with the requirements of ESEA flexibility. With only two years of Star Rating	We recognize the importance of on-going recognition for Highest Achieving and Highest growth schools. In our amendment we are going to recognize the successful practices of high performing schools through presentations and assemblies because acknowledging student achievement is as much a priority as improving schools.	With the submission of this amendment the ISDE will send an email to all LEAs inviting them to review changes made and comment as well as post a public notice on our website. We will invite discussion at an open portion of a State Board meeting and discuss the issue at one or more stakeholder meetings. Any comments received in support of the amendment will be documented and others expressing concern will be considered, with the possibility of

Flexibility Element(s) Affected by the Amendment	Brief Description of Element as Originally Approved	Brief Description of Requested Amendment	Rationale	Process for Consulting with Stakeholders, Summary of Comments, and Changes Made as a Result
	publicly recognized for their achievement through media releases and through ISDE's websites and social media outlets.	data, the schools must have been rated with a Five or Four Star in the past two years, rather than a Five Star in two out of the last three years.		revising the amendment.
2.D Priority Schools	Pages 149-151 The school improvement planning process expected LEAs to describe how the school principal was adhering to the seven Turnaround Principles which are embedded in the WISE Tool indicators.	We propose to submit an amendment with: 1) An updated timeline for three years of full implementation in all priority schools clarifying which schools are implementing all turnaround principles and therefore are in year 1 or 2 of implementation,	We believe that a Letter of Affirmation that addresses how the principal is meeting the turnaround principles will require LEAs submit evidence and verify whether or not the principal is an effective instructional leader who is capable of leading school improvement.	With the submission of this amendment the ISDE will send an email to all LEAs inviting them to review changes made and comment as well as post a public notice on our website. We have initiated discussions with superintendents throughout Idaho. Their input has been useful in drafting our proposed amendment. Any comments received in support of the amendment will be documented and others expressing concern will be considered, with the possibility of

Flexibility Element(s) Affected by the Amendment	Brief Description of Element as Originally Approved	Brief Description of Requested Amendment	Rationale	Process for Consulting with Stakeholders, Summary of Comments, and Changes Made as a Result
		and which schools have not yet implemented all turnaround principles and therefore would begin full implementation in the 2014-2015 school year, and 2) an updated high quality plan for ensuring that all priority schools are implementing interventions aligned with all turnaround principles no later than the 2014-2015 school year.		revising the amendment.
2. E Focus Schools	Pages 173 Every Two-Star School is required to write a Rapid Improvement	An ISDE representative will visit the school by December 31st of each year a school	Having a representative visit each Focus school every fall to ask about the subgroup and the interventions that are being implemented will establish an	With the submission of this amendment the ISDE will send an email to all LEAs inviting them to review changes made and comment as well as post a public notice on our

Flexibility Element(s) Affected by the Amendment	Brief Description of Element as Originally Approved	Brief Description of Requested Amendment	Rationale	Process for Consulting with Stakeholders, Summary of Comments, and Changes Made as a Result
	Plan, with the assistance of the ISDE. The school's district and the State are responsible for making sure the school implements the Rapid Improvement Plan effectively. If the plan is found not to be effective during the improvement process, the Two-Star School must work with its district and State to make changes accordingly.	is classified as a Focus School. The representative will follow the Focus School Intervention Protocol (Attachment 35) to observe and discuss the progress of the subgroups for which the school was classified as Focus and then ensure that interventions are in place to address the needs of the students.	opportunity for the school to showcase as well as be accountable to the student subgroup that is in most need. The ISDE is also going to be monitoring the improvement plans to see what the school documented as their interventions.	website. We have initiated discussions with superintendents throughout Idaho. Their input has been useful in drafting our proposed amendment. Any comments received in support of the amendment will be documented and others expressing concern will be considered, with the possibility of revising the amendment.

Attached to this letter is a redlined version of the pages from our approved ESEA flexibility request that would be impacted with strikeouts and additions to demonstrate how the request would change with approval of the proposed amendments. Please contact Greg Alexander at galexander@sde.idaho.gov or by phone at (208) 332-6869 if you have any questions regarding these proposed amendments.

The Idaho State Board of Education acknowledges that the U.S. Department of Education may request supplementary information to inform consideration of this request.

_____ _____

Chief State School Officer *Date*

School Name: _____ Interview Questions for Focus School Leader or Leadership Team

Based on your responses to the Focus School Intervention Survey:

1. Please share some of the things that you have been working on around (*name an intervention checked on the survey*)? Provide some evidence of the work that has been done.

2. What are some of the positive outcomes to your work?

3. As you reflect on the process, what are the challenges you have overcome?

4. As you move forward, what will be your next steps?

5. How has this process impacted the climate and culture of your school?

School Name: _____ Interview Questions for Focus School Leader or Leadership Team

Based on the responses to the interview questions, indicate the amount of progress the school has made toward each intervention checked on the Focus School Intervention Survey. The interventions must be designed to meet the needs of ALL students.

Tiered interventions (Tier 1, 2, 3) designed to address the range of student needs*

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Needs analysis that led to interventions tied to specific subgroup needs

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Providing strong leadership

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Ensuring teachers are effective

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Redesigning the school day, week, year

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Strengthening the schools instructional program

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Using data to inform instruction

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Establishing a safe school environment

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Providing mechanisms for family and community engagement

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

Other (Please specify) _____

☐ Not started ☐ In the planning stages ☐ In progress ☐ Established practice

*Tiered interventions are a set of interventions strategically designed to address the range of student needs within a school. For example, a school may implement a "Tier I" intervention that includes a reading program to increase literacy skills for all students in a school; a "Tier II" intervention that includes periodic screening of students identified as struggling in the "Tier I"

interventions and a more customized implementation of the "Tier I" intervention; and a "Tier III" intervention that includes a thorough diagnostic assessment of students identified as struggling even with a more customized implementation of the "Tier I" intervention and one on one support for these students. The number of tiers is not pre-determined and should be based on the needs of the students in the school.

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IDAHO STATE DEPARTMENT OF EDUCATION
ESEA FLEXIBILITY REQUEST

~~09/28/2012~~~~07/23/2013~~05/12/14

U.S. Department of Education
Washington, DC 20202

OMB Number: 1810-0708
Expiration Date: March 31, 2012

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0708. The time required to complete this information collection is estimated to average 336 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate or suggestions for improving this form, please write to: U.S. Department of Education, Washington, D.C. 20202-4537.

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COVER SHEET FOR ESEA FLEXIBILITY REQUEST

Chief State School Officer: Thomas Luna State Superintendent of Public Instruction Idaho State Department of Education	Requester's Mailing Address: P.O. Box 83720 Boise, Idaho 83720-0027
State Contact for the ESEA Flexibility Request Name: Carissa Miller Position and Office: Deputy Superintendent, Division of 21st Century Classroom Contact's Mailing Address: P.O. 83720 Idaho State Department of Education Boise, Idaho 83720-0027 Telephone: (208) 332-6901 Fax: (208) 334-2228 Email address: cmiller@sde.idaho.gov	
Chief State School Officer (Printed Name): Thomas Luna	Telephone: (208) 332-6815
Signature of the Chief State School Officer:	Date: 09/28/2012
The State, through its authorized representative, agrees to meet all principles of the ESEA Flexibility.	

WAIVERS

By submitting this flexibility request, the SEA requests flexibility through waivers of the ten ESEA requirements listed below and their associated regulatory, administrative, and reporting requirements by checking each of the boxes below. The provisions below represent the general areas of flexibility requested; a chart appended to the document titled *ESEA Flexibility Frequently Asked Questions* enumerates each specific provision of which the SEA requests a waiver, which the SEA incorporates into its request by reference.

☒ 1. The requirements in ESEA section 1111(b)(2)(E)-(H) that prescribe how an SEA must establish annual measurable objectives (AMOs) for determining adequate yearly progress (AYP) to ensure that all students meet or exceed the State's proficient level of academic achievement on the State's assessments in reading/language arts and mathematics no later than the end of the 2013–2014 school year. The SEA requests this waiver to develop new ambitious but achievable AMOs in reading/language arts and mathematics in order to provide meaningful goals that are used to guide support and improvement efforts for the State, LEAs, schools, and student subgroups.

☒ 2. The requirements in ESEA section 1116(b) for an LEA to identify for improvement, corrective action, or restructuring, as appropriate, a Title I school that fails, for two consecutive years or more, to make AYP, and for a school so identified and its LEA to take certain improvement actions. The SEA requests this waiver so that an LEA and its Title I schools need not comply with these requirements.

☒ 3. The requirements in ESEA section 1116(c) for an SEA to identify for improvement or corrective action, as appropriate, an LEA that, for two consecutive years or more, fails to make AYP, and for an LEA so identified and its SEA to take certain improvement actions. The SEA requests this waiver so that it need not comply with these requirements with respect to its LEAs.

☒ 4. The requirements in ESEA sections 6213(b) and 6224(e) that limit participation in, and use of funds under the Small, Rural School Achievement (SRSA) and Rural and Low-Income School (RLIS) programs based on whether an LEA has made AYP and is complying with the requirements in ESEA section 1116. The SEA requests this waiver so that an LEA that receives SRSA or RLIS funds may use those funds for any authorized purpose regardless of whether the LEA makes AYP.

☒ 5. The requirement in ESEA section 1114(a)(1) that a school have a poverty percentage of 40 percent or more in order to operate a schoolwide program. The SEA requests this waiver so that an LEA may implement interventions consistent with the turnaround principles or interventions that are based on the needs of the students in the school and designed to enhance the entire educational program in a school in any of its priority and focus schools that meet the definitions of "priority schools" and "focus schools," respectively, set forth in the document titled *ESEA Flexibility*, as appropriate, even if those schools do not have a poverty percentage of 40 percent or more.

☒ 6. The requirement in ESEA section 1003(a) for an SEA to distribute funds reserved under that section only to LEAs with schools identified for improvement, corrective action, or

restructuring. The SEA requests this waiver so that it may allocate section 1003(a) funds to its LEAs in order to serve any of the State's priority and focus schools that meet the definitions of "priority schools" and "focus schools," respectively, set forth in the document titled *ESEA Flexibility*.

☒ 7. The provision in ESEA section 1117(c)(2)(A) that authorizes an SEA to reserve Title I, Part A funds to reward a Title I school that (1) significantly closed the achievement gap between subgroups in the school; or (2) has exceeded AYP for two or more consecutive years. The SEA requests this waiver so that it may use funds reserved under ESEA section 1117(c)(2)(A) for any of the State's reward schools that meet the definition of "reward schools" set forth in the document titled *ESEA Flexibility*.

☒ 8. The requirements in ESEA section 2141(a), (b), and (c) for an LEA and SEA to comply with certain requirements for improvement plans regarding highly qualified teachers. The SEA requests this waiver to allow the SEA and its LEAs to focus on developing and implementing more meaningful evaluation and support systems.

☒ 9. The limitations in ESEA section 6123 that limit the amount of funds an SEA or LEA may transfer from certain ESEA programs to other ESEA programs. The SEA requests this waiver so that it and its LEAs may transfer up to 100 percent of the funds it receives under the authorized programs among those programs and into Title I, Part A.

☒ 10. The requirements in ESEA section 1003(g)(4) and the definition of a Tier I school in Section I.A.3 of the School Improvement Grants (SIG) final requirements. The SEA requests this waiver so that it may award SIG funds to an LEA to implement one of the four SIG models in any of the State's priority schools that meet the definition of "priority schools" set forth in the document titled *ESEA Flexibility*.

Optional Flexibilities:

If an SEA chooses to request waivers of any of the following requirements, it should check the corresponding box(es) below:

☒ 11. The requirements in ESEA sections 4201(b)(1)(A) and 4204(b)(2)(A) that restrict the activities provided by a community learning center under the Twenty-First Century Community Learning Centers (21st CCLC) program to activities provided only during non-school hours or periods when school is not in session (*i.e.*, before and after school or during summer recess). The SEA requests this waiver so that 21st CCLC funds may be used to support expanded learning time during the school day in addition to activities during non-school hours or periods when school is not in session.

☒ 12. The requirements in ESEA sections 1116(a)(1)(A)-(B) and 1116(c)(1)(A) that require LEAs and SEAs to make determinations of adequate yearly progress (AYP) for schools and LEAs, respectively. The SEA requests this waiver because continuing to determine whether an LEA and its schools make AYP is inconsistent with the SEA's State-developed differentiated recognition, accountability, and support system included in its ESEA flexibility request. The SEA and its LEAs must report on their report cards performance against the AMOs for all

subgroups identified in ESEA section 1111(b)(2)(C)(v), and use performance against the AMOs to support continuous improvement in Title I schools that are not reward schools, priority schools, or focus schools.

☒ 13. The requirements in ESEA section 1113(a)(3)-(4) and (c)(1) that require an LEA to serve eligible schools under Title I in rank order of poverty and to allocate Title I, Part A funds based on that rank ordering. The SEA requests this waiver in order to permit its LEAs to serve a Title I-eligible high school with a graduation rate below 60 percent that the SEA has identified as a priority school even if that school does not rank sufficiently high to be served.

ASSURANCES

By submitting this application, the SEA assures that:

☒ 1. It requests waivers of the above-referenced requirements based on its agreement to meet Principles 1 through 4 of the flexibility, as described throughout the remainder of this request.

☒ 2. It will adopt English language proficiency (ELP) standards that correspond to the State's college- and career-ready standards, consistent with the requirement in ESEA section 3113(b)(2), and that reflect the academic language skills necessary to access and meet the new college- and career-ready standards, no later than the 2013–2014 school year. (Principle 1)

☒ 3. It will develop and administer no later than the 2014–2015 school year alternate assessments based on grade-level academic achievement standards or alternate assessments based on alternate academic achievement standards for students with the most significant cognitive disabilities that are consistent with 34 C.F.R. § 200.6(a)(2) and are aligned with the State's college- and career-ready standards. (Principle 1)

☒ 4. It will develop and administer ELP assessments aligned with the State's ELP standards, consistent with the requirements in ESEA sections 1111(b)(7), 3113(b)(2), and 3122(a)(3)(A)(ii). (Principle 1)

☒ 5. It will report annually to the public on college-going and college credit-accumulation rates for all students and subgroups of students in each LEA and each public high school in the State. (Principle 1)

☒ 6. If the SEA includes student achievement on assessments in addition to reading/language arts and mathematics in its differentiated recognition, accountability, and support system and uses achievement on those assessments to identify priority and focus schools, it has technical documentation, which can be made available to the Department upon request, demonstrating that the assessments are administered statewide; include all students, including by providing appropriate accommodations for English Learners and students with disabilities, as well as alternate assessments based on grade-level academic achievement standards or alternate assessments based on alternate academic achievement standards for students with the most significant cognitive disabilities, consistent with 34 C.F.R. § 200.6(a)(2); and are valid and reliable for use in the SEA's differentiated recognition, accountability, and support system. (Principle 2)

☒ 7. It will report to the public its lists of reward schools, priority schools, and focus schools at the time the SEA is approved to implement the flexibility, and annually thereafter, it will publicly recognize its reward schools. (Principle 2)

☒ 8. Prior to submitting this request, it provided student growth data on their current students and the students they taught in the previous year to, at a minimum, teachers of reading/language arts and mathematics in grades in which the State administers assessments in those subjects in a manner that is timely and informs instructional programs, or it will do so no later the deadline required under the State Fiscal Stabilization Fund. (Principle 3)

☒ 9. It will evaluate and, based on that evaluation, revise its own administrative requirements to reduce duplication and unnecessary burden on LEAs and schools. (Principle 4)

☒ 10. It has consulted with its Committee of Practitioners regarding the information set forth in its request.

☒ 11. Prior to submitting this request, it provided all LEAs with notice and a reasonable opportunity to comment on the request and has attached a copy of that notice (Attachment 1) as well as copies of any comments it received from LEAs (Attachment 2).

☒ 12. Prior to submitting this request, it provided notice and information regarding the request to the public in the manner in which the State customarily provides such notice and information to the public (*e.g.*, by publishing a notice in the newspaper; by posting information on its website) and has attached a copy of, or link to, that notice (Attachment 3).

☒ 13. It will provide to the Department, in a timely manner, all required reports, data, and evidence regarding its progress in implementing the plans contained throughout this request.

If the SEA selects Option A or B in section 3.A of its request, indicating that it has not yet developed and adopted all guidelines for teacher and principal evaluation and support systems, it must also assure that:

☒ 14. It will submit to the Department for peer review and approval a copy of the guidelines that it will adopt by the end of the 2011–2012 school year. (Principle 3)

CONSULTATION

An SEA must meaningfully engage and solicit input from diverse stakeholders and communities in the development of its request. To demonstrate that an SEA has done so, the SEA must provide an assurance that it has consulted with the State's Committee of Practitioners regarding the information set forth in the request and provide the following:

Please note: The following is part of an ongoing list of consultation that the Idaho State Department of Education (ISDE) is conducting throughout this process. The ISDE systematically engaged and solicited extensive, comprehensive input from stakeholders and communities before, during, and after the development of its waiver application.

1. A description of how the SEA meaningfully engaged and solicited input on its request from teachers and their representatives.

The ISDE meaningfully engaged and solicited input from teachers and their representatives throughout the process of applying for ESEA Flexibility, using focus groups, stakeholder meetings and a public website.

The Department used a series of both face-to-face and web-based strategies to gather feedback from a diverse group of stakeholders across the State of Idaho. All stakeholders in the State of Idaho – parents, teachers, administrators, board trustees, community groups, civil rights organizations, business representatives, higher education, and others – had an opportunity to offer initial ideas and then to provide feedback on the state's draft waiver.

The following chart outlines the meetings the State conducted and specifies which meetings were conducted in person and which feedback was gathered online.

Consultation Plan to Engage Stakeholders
Key Activities/Timeline/Staff Responsible

Key Activity	Due Date	Staff Responsible	Strategy for Outreach
Sent news release to members, media, and education stakeholders, including superintendents and principals, about Idaho's plan to apply for ESEA Flexibility.	September 23, 2011	Melissa McGrath	Online
Posted preliminary information about waiver on social media outlets, including the Idaho State Department of Education's Facebook page, Twitter account and blog.	September 23, 2011	Melissa McGrath	Online
Held five focus groups with key educational stakeholder groups to gather initial ideas and input on Idaho's application for ESEA Flexibility. Focus groups included members of the Idaho State Board of Education, legislators, parents, business leaders, community members, and representatives of the Idaho School Boards Association, Idaho Association of School Administrators, Idaho Education Association, Northwest Professional Educators and Idaho Commission on Hispanic Affairs.	October 19-20, 2011	Melissa McGrath Carissa Miller Steve Underwood	Face-to-face
Idaho Superintendent of Public Instruction Tom Luna provided an update on Idaho's efforts to apply for ESEA Flexibility at the State Board of Education meeting. He encouraged Board members to provide initial input.	October 20, 2011	Superintendent Luna Luci Willits	Face-to-face
Sent an email directly to State Board members asking them questions about the ESEA Flexibility application to gather additional feedback.	October 25, 2011	Melissa McGrath	Online

Key Activity	Due Date	Staff Responsible	Strategy for Outreach
Sent a news release to the media, superintendents, focus group participants and leaders of educational stakeholder groups in Idaho announcing the creation of a website to gather initial input on Idaho's application for ESEA Flexibility.	November 10, 2011	Melissa McGrath Brenda Mattson	Online
Idaho Superintendent of Public Instruction Tom Luna provided an update on Idaho's efforts to apply for ESEA Flexibility at the State Board of Education meeting. He encouraged their feedback and input on the application.	December 8, 2011	Superintendent Luna Luci Willits	Face-to-face
As a follow-up to the State Board meeting in December, Superintendent Luna sent an email directly to State Board members asking them questions about Idaho's plans to apply for ESEA Flexibility and to gather their feedback.	December 13, 2011	Superintendent Luna	Online
ISDE staff attended the Accountability Oversight Committee (subcommittee of the Idaho State Board of Education) and presented waiver components, discussed concerns at formal meeting.	December 21, 2011	Carissa Miller Steve Underwood	Face-to-face
Met with the executive directors of key stakeholder groups (Idaho School Boards Association, Idaho Association of School Administrators, Idaho Education Association) to present the draft waiver and receive feedback.	January 6, 2012	Carissa Miller Steve Underwood	Face-to-face
The Accountability Oversight Committee was asked to provide additional feedback after the draft waiver was released to public.	January 9, 2012	Carissa Miller Scott Grothe	Online

Key Activity	Due Date	Staff Responsible	Strategy for Outreach
Published a draft of Idaho's application for ESEA Flexibility on the Idaho State Department of Education website and sent a link with an executive summary to superintendents, principals, State Board members and leaders of educational stakeholder groups in Idaho.	January 9, 2012	Melissa McGrath Brenda Mattson	Online
Sent a news release to members of the media announcing a draft of Idaho's application for ESEA Flexibility is published and available for public comment until February 01, 2012.	January 10, 2012	Melissa McGrath	Online
Posted an announcement that Idaho's draft application for ESEA Flexibility is now available for public comment on social media outlets, including the Idaho State Department of Education's Facebook page, Twitter account and blog.	January 10, 2012	Melissa McGrath Travis Drake	Online
ISDE staff attended the Statewide System of Support/Capacity Builders Spring Conference and presented waiver components to external school improvement coaches that work with Title I districts and schools in improvement. At this meeting, ISDE staff encouraged public comment and took feedback	January 11, 2012	Carissa Miller	Face-to-face
Idaho Superintendent of Public Instruction Tom Luna held a conference call with all district superintendents and the leaders of the Idaho Association of School Administrators where he provided an overview of Idaho's draft application for ESEA Flexibility and encouraged superintendents to provide feedback.	January 12, 2012	Superintendent Luna Melissa McGrath	Online Conference call

Key Activity	Due Date	Staff Responsible	Strategy for Outreach
The Indian Education Committee met and was provided access to the ESEA Flexibility Waiver Draft as well as the Executive Summary. Members included this in their meeting agenda and were encouraged to give individual feedback on the website. The committee decided to have the opportunity to give input as a group. Bryan Samuels, Chair, provided a letter prior to the end of the comment period to the ISDE.	January 12, 2012	Marcia Beckman	Face-to-face
Superintendent Luna spoke to an estimated 70 Idaho secondary principals at the Idaho Association of Secondary School Principals where he provided an overview of Idaho's draft application for ESEA Flexibility and encouraged principals to provide feedback.	January 16, 2012	Superintendent Luna Melissa McGrath	Face-to-face
ISDE staff hosted a webinar with superintendents, district-level administrators and the leaders of educational stakeholder groups to go over the details of Idaho's draft application for ESEA Flexibility and answer questions. Fifty-five (55) districts participated.	January 18, 2012	Carissa Miller Steve Underwood Christina Linder Melissa McGrath	Online Webinar

Key Activity	Due Date	Staff Responsible	Strategy for Outreach
ISDE staff presented to the Special Education Advisory Panel (SEAP) in person and via webinar. The panel includes members and representatives from the following groups: • Boise State University: COE • ID Juvenile Corrections Center - Nampa • Idaho State University: COE • Idaho Dept. of Correction • Idaho State Correctional Institution • Easter Seals-Goodwill • University of Idaho: COE • Idaho Division of Vocational Rehabilitation (IDVR) • Idaho Council on Developmental Disabilities • Northwest Children's Home - Treasure Valley • Dept. of Health & Welfare • Casey Family Programs • Disability Rights Idaho (DRI), and • Idaho Parents Unlimited (IPUL)	January 19, 2012	Richard Henderson	Face-to-face Online
ISDE staff consulted with the Idaho Commission on Hispanic Affairs, regarding the details of Idaho's waiver application.	January 26, 2012	Wendy St. Michell Carissa Miller	Face-to-face
ISDE staff posted an announcement regarding the waiver to Idaho's Title III Directors, asking for review and feedback.	January 31, 2012	Fernanda Brendefur	Online
ISDE staff presented to members of the Idaho Association of Bilingual Education regarding Idaho's waiver application and English Learners.	February 3, 2012	Fernanda Brendefur	Face-to-face

2. A description of how the SEA meaningfully engaged and solicited input on its request from other diverse communities, such as students, parents, community-based organizations, civil rights organizations, organizations representing students with disabilities and English Learners, business organizations, and Indian tribes.

Here is a new chart specifically outlining all the meetings that ISDE staff held both in-person or online with representatives of diverse stakeholder groups to gather feedback and input on the State's waiver application.

Key Activity with Diverse Stakeholder Group	Due Date	Staff Responsible	Strategy for Outreach
Held five focus groups with key educational stakeholder groups to gather initial ideas and input on Idaho's application for ESEA Flexibility. The focus groups included members of the Idaho State Board of Education, legislators, parents, business leaders, community members, representatives of Idaho School Boards Association, Idaho Association of School Administrators, Idaho Education Association, Northwest Professional Educators and Idaho Commission on Hispanic Affairs. A member of the tribes was invited but could not attend.	October 19-20, 2011	Melissa McGrath Carissa Miller Steve Underwood	Face-to-face
ISDE staff met with the executive directors of key stakeholder groups (Idaho School Boards Association, Idaho Association of School Administrators, Idaho Education Association) to present the draft waiver and receive feedback.	January 6, 2012	Carissa Miller Steve Underwood	Face-to-face
ISDE staff presented at the Statewide System of Support/Capacity Builders Spring Conference, speaking about waiver components to external school improvement coaches that work with Title I districts and schools in improvement and encouraging their public comment and took feedback.	January 11, 2012	Carissa Miller	Face-to-face

Key Activity with Diverse Stakeholder Group	Due Date	Staff Responsible	Strategy for Outreach
Idaho Superintendent of Public Instruction Tom Luna held a conference call with all district superintendents and the leaders of the Idaho Association of School Administrators where he provided an overview of Idaho's draft application for ESEA Flexibility and encouraged superintendents to provide feedback.	January 12, 2012	Superintendent Luna Melissa McGrath	Online Conference call
The Indian Education Committee met and was provided access to the ESEA Flexibility Waiver Draft as well as the Executive Summary. Members included this in their meeting agenda and were encouraged to give individual feedback on the website. The committee decided to have the opportunity to give input as a group. Bryan Samuels, Chair, provided a letter prior to the end of the comment period to the ISDE.	January 12, 2012	Marcia Beckman	Face-to-face
Superintendent Luna spoke to an estimated 70 Idaho secondary principals at the Idaho Association of Secondary School Principals where he provided an overview of Idaho's draft application for ESEA Flexibility and encouraged principals to provide feedback.	January 16, 2012	Superintendent Luna Melissa McGrath	Face-to-face
ISDE staff hosted a webinar with superintendents, district-level administrators and the leaders of educational stakeholder groups to go over the details of Idaho's draft application for ESEA Flexibility. Fifty-five (55) districts participated.	January 18, 2012	Carissa Miller Steve Underwood Christina Linder Melissa McGrath	Online Webinar

Key Activity with Diverse Stakeholder Group	Due Date	Staff Responsible	Strategy for Outreach
ISDE staff presented to the Special Education Advisory Panel (SEAP) in person and via webinar. The panel includes members and representatives from the following groups: • Boise State University: COE • ID Juvenile Corrections Center - Nampa • Idaho State University: COE • Idaho Dept. of Correction • Idaho State Correctional Institution • Easter Seals-Goodwill • University of Idaho: COE • Idaho Division of Vocational Rehabilitation (IDVR) • Idaho Council on Developmental Disabilities • Northwest Children's Home - Treasure Valley • Dept. of Health & Welfare • Casey Family Programs • Disability Rights Idaho (DRI), and • Idaho Parents Unlimited (IPUL)	January 19, 2012	Richard Henderson	Face-to-face Online
ISDE staff consulted with the Idaho Commission on Hispanic Affairs, regarding the details of Idaho's waiver application.	January 26, 2012	Wendy St. Michell Carissa Miller	Face-to-face
ISDE staff posted an announcement regarding the waiver to Idaho's Title III Directors, asking for review and feedback.	January 31, 2012	Fernanda Brendefur	Online
ISDE staff presented to members of the Idaho Association of Bilingual Education regarding Idaho's waiver application and English Learners.	February 3, 2012	Fernanda Brendefur	Face-to-face

First, the ISDE held focus group discussions with five key stakeholder groups on October 19 and October 20, 2011. Each focus group consisted of six to eight individuals and lasted about 1 hour and 15 minutes. The focus group was led by an independent, third party who reviewed the waiver process and then asked for ideas and input on each section. ISDE staff was on hand to answer clarifying questions, take notes, and audio record each meeting. Each focus group consisted of community members (parents, legislators, community groups, and business community), school board trustees, local superintendents, and district-level administrators, teachers and principals, and State Board of Education members. Key educational stakeholder groups – the Idaho Education Association, the Idaho Association of School Administrators, the Idaho School Boards Association, and the Idaho Commission on Hispanic Affairs – selected participants for these focus groups.

Second, ISDE staff met with the leaders of key educational stakeholder groups, including the Idaho Education Association, the Idaho Association of School Administrators, and the Idaho School Boards Association, to gather their initial ideas and input before developing the waiver application. In addition, as a follow up to the focus group, the ISDE sent the members of the Idaho State Board of Education a list of questions about the waiver application to seek further feedback and input. ISDE staff met with the leaders of the stakeholder groups again on January 6, 2012 to review a draft of the waiver application before it was published for public comment.

Third, the ISDE built a public comment website to seek ongoing input from teachers, school administrators, parents and others in the community. The public website was advertised to Idaho's public schools and school districts through the state's Weekly E-Newsletter, e-mails to superintendents, e-mails to the leaders of key educational stakeholder groups, and e-mails to focus group participants. The public website was advertised to the public through a news release, newspaper stories and briefs, and the ISDE's social media outlets (Facebook, Twitter, and blog).

Fourth, the ISDE published a draft of its waiver application on January 9, 2012. The waiver application was posted on the ISDE website at www.sde.idaho.gov and a copy was e-mailed to the following: district superintendents, school principals, district test coordinators, district federal program managers, Idaho Education Association executive director, Idaho Association of School Administrators executive director, Idaho School Boards Association executive director, Idaho Commission on Hispanic Affairs executive director, State Board of Education members, House and Senate Education Committee members, and participants of the focus groups. The ISDE opened an official public comment period of at least 21 days and requested public comments on the ISDE website or via fax or mail to give all stakeholders and the public an opportunity to comment on the draft application. Twenty-one days is the same period of time the Idaho State Board of Education allows for public comment on all administrative rules. The ISDE advertised the draft application and 21-day public comment period to educators in the state's Weekly E-Newsletter, e-mails to superintendents and school district administrators, e-mails to the leaders of key educational stakeholder groups, and e-mails to focus group participants. The ISDE advertised the draft application and 21-day public comment period to the public through a news release, newspaper stories and briefs, and the ISDE's social media outlets (Facebook, Twitter, and blog).

The waiver application was reviewed by the Idaho Committee of Practitioners and the Special Education Advisory Panel (SEAP) and was sent to all Title III directors.
ISDE reviewed all comments received through the online website and via letters and emails through February 2. Based upon suggestion received through the public comments, ISDE revised the waiver application and addressed all concerns.

All comments, stakeholder groups and ISDE response to each can be found in Attachment 2. The specific changes enlisted in the original submission of the waiver include the following items although some of these changes have been modified due to further negotiations with the U.S. Department of Education (US ED):

1. ISDE proposed to remove LEP1, LEP2 and LEP3 students from the achievement category. LEP1 students (students new to the U.S. for the first year) are already exempted from those calculations. ISDE proposed to exempt those same students in their second and third year new to the U.S. while they are still learning the language. However, LEP2 and LEP3 students would have been required to test and would have been included in the growth-to-achievement and growth-to-achievement subgroups categories. The growth-to-achievement measures ensured schools would have these students on track to meet proficiency in three years or 10th grade, whichever comes first.

2. The growth matrix has been adjusted. This new matrix accounts the actual data of the schools in Idaho and lessens the student growth percentile requirements for those schools whose students are meeting their average growth expectations.

3. The overall star rating point span has been adjusted. There are approximately 5% of schools classified as One Star, 10% as Two Star, and 5% as Five Star with the rest distributed across Three and Four Stars.

4. Required set asides for professional development have been reduced from 20% to 10%.

5. A special provision has been made based on public comment relating to One-Star Schools on or near tribal lands and which serve a large number of Native American students. The district and school will need to demonstrate that they are continuously engaging and seeking input from the tribal community. This will be embedded in the Turnaround Plan process.

6. There will be a one-year transition period between the consequences of the previous accountability system and the new system. In the meantime, a transition plan has been outlined in Section 2.A.i. under the description of the WISE Tool, along with transitional statements regarding how the new requirements for Student and Family Support Options will be implemented.

7. ISDE clarified that the Universal Design for Learning (UDL) lesson plans were not a requirement for school districts but more clearly described the model lesson plans that teachers may submit as statewide models to be placed in Schoolnet.

8. ISDE has submitted a list of the schools and their star ratings as required in the waiver. ISDE built an application similar to the AYP appeals site and provide districts the opportunity to view and appeal any data related to the star rating in Summer 2012.

9. ISDE clarified that the waiver application does not require two evaluations annually but rather suggests that policy will be revised to require that novice or partially proficient teachers be observed at least twice annually, and that all other staff shall submit to, at least, two formative observations and/or evaluative discussions within the school year. These observations and evaluative discussions shall be used as data in completing the teacher's one evaluation as is outlined and required by State Statute 33-514.

The Idaho State Board of Education reviewed the full original application and voted on its approval during its February 2012 meeting. Once negotiations are finalized with US ED, the Idaho State Board of Education will once again review and vote on the approval of this waiver.

The ISDE has demonstrated a great depth of outreach to a diverse group of stakeholders throughout this process. First, we spoke with stakeholder groups before creating the waiver application to gain initial ideas and input. Second, we asked for their feedback throughout the writing of the waiver application. Third, we published a draft of the state's waiver application online before submitting it to US ED and held a month-long public comment period. In **Attachment 2**, ISDE included a comprehensive chart, titled "Public Comments for Suggested Change and ISDE Response."

This chart details every comment or statement and the ISDE's response to the concerns that stakeholder groups and individuals voiced throughout the process. All subsequent letters in **Attachment 2** are addressed in this chart. We made significant changes to the State's waiver application based on the feedback and comments we received throughout this process.

Our outreach efforts have continued even after submitting the application to US ED for review. We have met with more than 800 individuals – the leaders of key stakeholders groups and local school districts – since submitting the application in February. (See "Continued Consultation to Engage Stakeholders" table.)

Continued Consultation to Engage Stakeholders

Key Activity	Estimated Audience[1]	Staff Responsible	Strategy for Outreach
Idaho State Superintendents Association Conference	30	Nick Smith, Steve Underwood, Carissa Miller	Face-to-face
Region 3 Superintendents Meeting	30	Carissa Miller	Face-to-face
Region 5 Superintendents Meeting	20	Nick Smith	Face-to-face
Region 4 K-12 Principals Meeting	40	Steve Underwood	Face-to-face
Region 6 Secondary Principals Meeting	9	Nick Smith	Face-to-face
Canyon-Owyhee School Service Agency (COSSA) Schools staff	8	Nick Smith	Face-to-face
Nampa School District Leadership Team[2]	12	Nick Smith	Face-to-face
Mountain Home School District Leadership Team and Principals[3]	23	Nick Smith	Face-to-face
Idaho Public Charter School Commission	7 commissioners, 18 audience members	Nick Smith	Face-to-face
Idaho Superintendents Network	31	Nick Smith Steve Underwood	Face-to-face
Post-Legislative Tour Meetings in 6 regions across Idaho[4]	600	Nick Smith	Face-to-face
FAQ Follow up meeting with Region 3 Superintendents	30	Nick Smith	Face-to-face
Southern Idaho Conference Superintendents	10	Carissa Miller	Face-to-face
Accountability Oversight Committee, Idaho State Board of Education	5 members, 2 staff	Carissa Miller	Face-to-face
Senate Education Committee	9 senators, plus audience	Carissa Miller	Face-to-face Online (streamed live)
League of Schools	20	Carissa Miller	Conference Call
Idaho Education Association Board	35	Nick Smith	Face-to-face
Twin Falls School District In-service Days	45	Nick Smith	Face-to-face

[1] The ISDE estimates the audience was much larger than this direct audience of more than 800 people. We have directly reached out to leaders of educational stakeholder groups and leadership teams within local school districts who have now distributed this information to those in their organizations and districts.
[2] The Nampa School District represents one Idaho's largest and most diverse school districts.
[3] The Mountain Home School District represents an average sized but diverse school district in Idaho.
[4] The Post Legislative Tour participants included, superintendents, principals, federal program directors, special education directors, business managers, school board members, teachers, policy makers and members of the media.

ISDE plans to continue this high level of outreach throughout the next year, with key meetings such as the Annual Superintendents' Meeting on July 31, 2012; Idaho Association of School Administrators Joint Divisional Conference on August 1-3, 2012, with superintendents, principals and special education directors; and the Idaho School Boards Association Annual Conference in November 14-16, 2012, with superintendents and school board trustees.

EVALUATION

The Department encourages an SEA that receives approval to implement the flexibility to collaborate with the Department to evaluate at least one program, practice, or strategy the SEA or its LEAs implement under principle 1, 2, or 3. Upon receipt of approval of the flexibility, an interested SEA will need to nominate for evaluation a program, practice, or strategy the SEA or its LEAs will implement under principles 1, 2, or 3. The Department will work with the SEA to determine the feasibility and design of the evaluation and, if it is determined to be feasible and appropriate, will fund and conduct the evaluation in partnership with the SEA, ensuring that the implementation of the chosen program, practice, or strategy is consistent with the evaluation design.

☐ Check here if you are interested in collaborating with the Department in this evaluation, if your request for the flexibility is approved.

OVERVIEW OF SEA'S REQUEST FOR THE ESEA FLEXIBILITY

Provide an overview (about 500 words) of the SEA's request for the flexibility that:

1. explains the SEA's comprehensive approach to implement the waivers and principles and describes the SEA's strategy to ensure this approach is coherent within and across the principles; and

2. describes how the implementation of the waivers and principles will enhance the SEA's and its LEAs' ability to increase the quality of instruction for students and improve student achievement.

In 2009, representatives of every educational stakeholder group, the Idaho State Department of Education (ISDE), the Governor's Office, and representatives of the business community formed the Education Alliance of Idaho. For two years, this group had worked together to develop a roadmap for improving public education in Idaho. Everyone recognized a need for change. While Idaho has one of the highest high school graduation rates in the country, we have one of lowest rates of students going on to and completing postsecondary education. To compete in the 21st Century global economy, the State recognized certain policies needed to change. They created a vision statement to make Idaho a global leader, providing high-quality, cost effective education to its citizens. It also developed several goals related to transparent accountability, high standards, postsecondary credit in high school, and postsecondary preparation, participation and completion. With the unveiling of this plan, Idaho had a clear path to improving its education system.

Back then, it was clear the current education system was not flexible enough to change and accomplish these goals. Idaho Superintendent of Public Instruction Tom Luna strongly believed it was the responsibility of the State and all educational stakeholders to follow through in implementing the Alliance's work to ensure every student graduates from high school and not only goes on to postsecondary education but does not need remediation once they get there.

Not only did the State have to change its laws and policies, but Idaho also needed a new accountability system – a system that provides better measures of student achievement and more meaningful forms of technical assistance for schools and every student population.

In 2011, Idaho reformed its public education system to meet the goals and vision of the Education Alliance of Idaho and make sure every student graduates from high school college- and career-ready. The Students Come First laws are rooted in the higher Common Core State Standards. With this foundation, the state is now creating 21st Century Classrooms in every school, ensuring every student has equal access to highly effective teaching and the best educational opportunities, and giving families immediate access to understandable information about their child's school. Specifically, through these laws, Idaho is making historic investments in classroom technology, implementing pay-for-performance for teachers, tying performance evaluations to student growth measures, providing unprecedented funding for professional development, expanding digital learning, and paying for every high school junior to take a college entrance exam.

Now that these laws are in place and Idaho is reforming its public schools to better meet students' needs in the 21st Century, the State must have a new accountability system that is in line with these efforts. Idaho has developed its new system of increased accountability to align with Students Come First, holding schools to a high standard by using multiple measures of student achievement including academic growth. Under this system, Idaho will still maintain one system of accountability for all schools – both Title I and non-Title I schools – to ensure the needs of all students are met.

The new accountability plan rates schools based on a five-star scale rather than Adequate Yearly Progress to give parents, patrons, and educators an accurate and meaningful measurement of school performance statewide. Five-Star and Four-Star Schools will be publicly recognized and shown as examples to other schools across the State. One-Star and Two-Star Schools will receive intensive technical assistance and oversight from the State. Staff and leaders in the school would be held accountable for the achievement of all students.

Idaho's new accountability system also provides multiple measures of student achievement to more accurately assess how a school or district is performing. Schools are measured on proficiency, academic growth, academic growth to proficiency targets, and metrics of postsecondary and career-readiness. Through this system, the State is finally able to measure academic growth in schools, rather than only proficiency. Academic growth is a critical measure in the performance of a school, whether a student is struggling to reach proficiency or has already reached proficiency and needs more advanced opportunities.

The new system of increased accountability also holds schools and districts accountable for the achievement of all students – no matter where they live or their family background. Idaho is a large, rural state with expansive geography, remote communities and a diverse student population. The State ranks as the thirteenth-largest state in the nation geographically, spanning 83,557 square miles and two time zones. Yet, Idaho has a small population with only an estimated 1.5 million people, or 18.1 residents per square mile.

The total student population is about 282,000. Because of this, all but nine of Idaho's forty-four counties are defined as rural, and many communities are remote.

In addition to its rural and remote nature, 50 percent of students are low-income across Idaho. Fifteen percent of our students are Hispanic, and 1.5 percent of the student population is Native American. Nine percent of students have disabilities. Six percent of students have been identified as Limited English Proficient. This geographic dispersion often has schools and districts with negligible numbers in identified subgroups. For example, 52 percent of districts have fewer than 600 students, and 60 percent of districts have fewer than three schools.

Through Students Come First, we are closing the divide between urban, rural and remote communities to ensure every student has equal access to the best educational opportunities to all. Now, the new accountability plan ensures students are receiving these educational opportunities. The new system makes sure these students are growing and achieving.

Schools will be held accountable for all students' proficiency, growth, growth toward proficiency targets, and their achievement in reaching postsecondary and career-readiness metrics. In the growth toward proficiency targets, the State focuses on the academic performance of subgroups of students so every school is held accountable if students are not on a path to postsecondary- and career-readiness.

Finally, through this new system, Idaho teachers, principals and other educators will now have a clear understanding of how they will be evaluated for performance from year to year. Idaho has implemented a new performance evaluation system for teachers in which 50 percent of their evaluation must be based on the Danielson Framework for Teaching and 50 percent must be tied to measures of student growth. The district also must gather parent input to include in evaluations. Principal evaluations also must be tied to student achievement. Under the new accountability system, the State will develop a framework for administrator evaluations and ensure teachers and administrators receive meaningful feedback on their evaluations across Idaho.

Idaho's new accountability system was developed with input from stakeholders throughout the process. Before crafting the accountability plan, the ISDE held focus groups with representatives of key groups, including classroom teachers, principals, superintendents, school board trustees, parents and community members. Staff from the ISDE met with representatives of Native American tribes and the Idaho Commission on Hispanic Affairs to gather their input and feedback. After developing the new accountability plan, the leaders of every stakeholder group in Idaho – the Idaho Education Association, Idaho Association of School Administrators, and Idaho School Boards Association – had an opportunity to review a draft. The plan was sent to members of the Idaho State Board of Education and every school district superintendent in the State. In addition, the State published the draft on the ISDE's website and solicited public comment for a month. The public comments and letters received from districts and the Idaho Association of School Administrators were compiled and each was addressed. See Attachment 15, which outlines each recommendation, the group and/or groups that gave the recommendation and how ISDE addressed each.

For these reasons, Idaho's new accountability system addresses the needs of students and families across Idaho. Through this waiver for ESEA Flexibility, Idaho will align its accountability system for schools with its statewide reform efforts and the vision and mission of the Education Alliance of Idaho. This new system of increased accountability provides a comprehensive approach to measuring student performance, holding schools and districts accountable for results and providing the necessary resources statewide to ensure every school can eventually become a Five-Star School.

Since Idaho's ESEA Waiver was first approved in 2012, the Students Come First laws were repealed by voters; however, the Idaho Legislature and a task force of stakeholders from across the state have maintained the vision of increased accountability outlined in this waiver. First, the Idaho State Board of Education and Idaho Legislature approved a teacher evaluation system that is similar to the evaluation system that was in place under the Students Come First laws. Under the evaluation system in place today, teachers must be evaluated using a combination of growth in student achievement, observation and feedback from parents or students.

Second, Idaho's Governor established a Task Force for Improving Education in December 2012 to explore and develop ideas to improve K-12 education in Idaho. In September 2013, the Task Force published 20 recommendations. The Legislature took action on several of these recommendations during the 2014 Legislative session. The Idaho State Board of Education has established special committees to address the implementation of the remaining recommendations. The Task Force recommendations supported many tenets of the state's Five-Star Rating System, including advanced opportunities, growth in student achievement and strong teacher evaluations.

Annually Reports College-going and college-credit Accumulation Rates, as defined under State Fiscal Stabilization Fund Indicators (c)(11)and (c)(12)(Assurance 5 of ESEA Flexibility)- ISDE has confirmed its ability to compile data reflecting the following:

- Total number of students earning a regular high school diploma disaggregated by race, ethnicity, disability status, English proficiency and economic status for 2013-2014 high school graduates no later than the 2014-2015 school year.
- Total number of students who enrolled in any postsecondary institution within 16 months of earning a regular high school diploma for 2010-2011 high school graduates no later than the 2014-2015 school year. (State Board of Education confirmed this data will be available).
- Total number of students who graduated from high school with a regular high school diploma and enrolled in a public institution of higher education within 16 months of graduation for 2010-2011 high school graduates no later than the 2014-2015 school year (State Board of Education confirmed this data will be available).
- Data on the total number of students who earn one year of college credit within two years of enrollment in a public institution of higher education for 2010-2011 high school graduates no later than the 2015-2016 school year (State Board of Education confirmed this data will be available).

While the K-12 SLDS and postsecondary SLDS are not formally integrated, cross-tracking can occur between the two systems through each student's unique education identification number, which remains the same as students progress from high school to postsecondary. The plan to execute these data requirements and report them to the public includes the following action steps to commence in Summer, 2014:

- Convene ISDE IT and programmatic staff along with the State Board of Education's IT staff and establish the parameters and definitions of the data required for these reports.
- Determine timelines and format for requesting the data for these reports.
- Identify the format for reporting the information to the public by the 2014-2015 school year (except for the college credit earned within two years; longitudinal data availability in Idaho has not been in place long enough to enable reporting by the 2014-2015 school year. This can be complete by the 2015-2016 school year).
- Hold each other accountable for following the timeline established.

PRINCIPLE 1: COLLEGE- AND CAREER-READY EXPECTATIONS FOR ALL STUDENTS

1.A ADOPT COLLEGE- AND CAREER-READY STANDARDS

1.A *Has the SEA adopted college- and career-ready standards in at least reading/language arts and mathematics through one of the two options below?*

Option A:
If the SEA has adopted college- and career-ready standards in at least reading/language arts and mathematics that are common to a significant number of States, consistent with part (1) of the definition of college- and career-ready standards, did it attach evidence that the State has adopted the standards consistent with the State's standards adoption process? (Attachment 4)

Option B:
If the SEA has adopted college- and career-ready standards in at least reading/language arts and mathematics that have been approved and certified by a State network of institutions of higher education (IHEs), consistent with part (2) of the definition of college- and career-ready standards, did it attach:

i. Evidence that the State has adopted the standards consistent with the State's standards adoption process (Attachment 4); and

ii. A copy of the memorandum of understanding or letter from a State network of IHEs certifying that students who meet the standards will not need remedial coursework at the postsecondary level (Attachment 5)

Option B.i: The State of Idaho adopted the Common Core State Standards officially during the 2011 legislative session. Page 4 of Attachment 4 illustrates the State Board of Education approval vote. Idaho will have full implementation of the Common Core State Standards by 2013-2014.

Option B.ii: As part of the Memorandum of Understanding for the SMARTER Balanced Assessment Consortium (see Attachment 5), all of Idaho's public colleges and universities signed the agreement noting participation and agreement "in implementation of policies, once the high school summative assessments are implemented, that exempt from remedial courses and place into credit-bearing college courses any student who meets the Consortium-adopted achievement standard (as defined in the NIA) for each assessment and on any other placement requirement established by the IHE or IHE system."

1.B TRANSITION TO COLLEGE- AND CAREER-READY STANDARDS

1.B *Is the SEA's plan to transition to and implement college- and career-ready standards statewide in at least reading/language arts and mathematics no later than the 2013–2014 school year realistic, of high quality, and likely to lead to all students, including English Learners, students with disabilities, and low-achieving students, gaining access to and learning content aligned with such standards?*

Idaho has been involved in the development of the Common Core State Standards since 2008. Idaho Superintendent of Public Instruction Thomas Luna served on the board of directors for the Council of Chief State School Officers (CCSSO) and was active in promoting a voluntary, state-led effort to develop common core standards. Idaho adopted the Common Core State Standards in February 2011 with approval from the Idaho State Board of Education ("State Board") and Idaho Legislature.

The State will transition to Common Core State Standards by 2013-2014. Over the next two years, the Idaho State Department of Education (ISDE) will build capacity at the State, district and school levels to ensure the transition to Common Core increases the quality of instruction in every classroom and raises achievement for all students, including English Learners, students with disabilities, and low-achieving students. The State is integrating the transition to Common Core State Standards with the implementation of other critical statewide initiatives to ensure consistency and uniformity across Idaho. For example, the State will provide professional development on the Common Core State Standards as it rolls out a new instructional management system to Idaho teachers. The State also has reformed the teacher evaluation process and will make sure Common Core State Standards are a key part of every teacher performance evaluation and the training that goes with each evaluation.

A high-quality plan will likely include activities related to the following questions or an explanation of why one or more of the activities are not included.

- *Does the SEA intend to analyze the extent of alignment between the State's current content standards and the college- and career-ready standards to determine similarities and differences between those two sets of standards? If so, will the results be used to inform the transition to college- and career-ready standards?*

In 2010, staff from the ISDE worked with Idaho teachers to analyze the alignment between current Idaho Academic Content Standards and new Common Core State Standards in mathematics and English language arts. The ISDE refers to this as the "gap analysis." It was conducted using Achieve's Common Core Comparison Tool. The results were published on the ISDE website in July 2010. (The gap analysis is available online at http://www.sde.idaho.gov/site/common/.)

ISDE used results of the gap analysis to inform the public about Common Core State Standards and to build a plan for transitioning to the Common Core State Standards by 2013-14. The gap analysis data were shared in community meetings in Summer and Fall 2010 and also used to inform training the ISDE provided to school districts in Fall 2011 on the implementation of the Common Core State Standards. (Presentations are available online at http://www.sde.idaho.gov/site/common/.)

- *Does the SEA intend to analyze the linguistic demands of the State's college- and career-ready standards to inform the development of ELP standards corresponding to the college- and career-ready standards and to ensure that English Learners will have the opportunity to achieve to the college- and career-ready standards? If so, will the results be used to inform revision of the ELP standards and support English Learners in accessing the college- and career-ready standards on the same schedule as all students?*

ISDE will meet the requirements of analyzing the linguistic demands of the Common Core State Standards through its adoption of the 2012 WIDA (World-Class Instructional Design in Assessment) Standards in 2013-2014. These new English Language Development (ELD) standards will be adopted in 2013-2014 and will ensure English Language Learners (ELLs) have the opportunity to achieve Idaho's college- and career-ready standards on the same schedule as all students. The WIDA ELD standards were aligned to the Common Core in 2011 through an alignment study that examined the linguistic demands of the Common Core State Standards.

WIDA's alignment approach is based on Dr. Gary Cook's 2006 adaptation of Dr. Norman Webb's alignment methodology. As with the Webb methodology, Cook's approach expands the concept of alignment by addressing not only content match between tests and standards but also the extent to which tests (and aligned standards) reflect the linguistic/cognitive complexity and breadth of a set of standards.

The correspondence study of the 2007 WIDA Standards to the Common Core State Standards shows a solid alignment. Idaho will adopt the new 2012 edition of the WIDA Standards, which further improves the alignment to the Common Core for an even higher correspondence. This is demonstrated clearly, in that the new 2012 strands were written to close gaps in the 2007 edition and to make correspondence more explicit and understandable to educators. Furthermore, the WIDA Standards Performance Definitions were augmented and address three major criteria present in the Common Core State Standards, one of which is linguistic complexity. The WIDA standards also have forms, conventions and vocabulary (within academic environments), which are all very closely associated with Common Core State Standards.

Timeline for Implementing the ELD Standards

Activity	Responsible	Timeline
Convene focus groups around the State regarding comments on WIDA ELD Standards.	Title III Division	Spring 2012
Begin work to present WIDA ELD Standards for adoption by the State Board of Education.	Title III and Assessment Divisions	August 2012
Professional Development for school districts regarding WIDA ELD standards.	Title III Division	School Year 2012-13
Board Rule to adopt WIDA ELD Standards presented to Idaho Legislature (for formal adoption in 2013-14.)	ISDE and State Board staff to present to Idaho Legislature	January 2013
New ELD standards in place. Districts start using WIDA standards. Continued Professional Development provided.	Title III and Assessment Divisions	School year 2013-14

- *Does the SEA intend to analyze the learning and accommodation factors necessary to ensure that students with disabilities will have the opportunity to achieve to the college- and career-ready standards? If so, will the results be used to support students with disabilities in accessing the college- and career-ready standards on the same schedule as all students?*

ISDE will assist school districts and public charter schools in analyzing the learning and accommodation factors necessary to ensure that students with disabilities have the opportunity to achieve college- and career-ready standards. Specifically, ISDE will work with Idaho educators, administrators, and other stakeholders in Spring 2012 to help school districts conduct gap analyses between a student's current baseline with the Idaho Content Standards and the new Common Core State Standards. ISDE will use the results of this analysis to support students with disabilities in achieving Common Core State Standards.

For example, ISDE will provide professional development opportunities for school districts and public charter schools which are infused with and incorporate Universal Design for Learning (UDL) in instruction, technology integration, and assessment, which will in turn increase the opportunities for all students including those with disabilities to demonstrate progress toward the Common Core State Standards.

UDL is a set of principles developed by the Center for Applied Special Technologies (CAST) at www.cast.org, aimed at providing all students with equal opportunities to learn. It involves a flexible approach to instruction that can be adjusted to fit individual learning needs; by designing a learning environment and lesson plans which include opportunities for; multiple means of engagement: multiple means of representation and multiple means of representation and the "consideration" of appropriate assistive technology and accommodations. Equal access is extended to all students under UDL to include the following populations; students with disabilities, English language learners (ELL) and low-achieving students. The use of UDL principles is proposed to facilitate and assure equal access to the learning environment, technology and materials in the general education classroom and to the Common Core State Standards in all areas.

In 2011, the State passed comprehensive education reform that resulted in significant changes to Idaho Code. This included changes related to public school funding, labor relations, and the structure of Idaho classrooms. A major goal of the education reform laws, known as Students Come First, was to increase the integration of technology in every Idaho classroom over the next five years to ensure that every student has equal access to educational opportunities, no matter where they live or how they learn. Through this technology, teachers can use new tools such as text-to-speech capabilities and magnification to benefit students with special needs.

The ISDE will ensure that all schools have access to and can utilize UDL through a statewide instructional management system, known as Schoolnet. Schoolnet is a web-based platform now available to all classroom teachers and administrators at the building and district levels. Through Schoolnet, a teacher or administrator can access the Common Core State Standards and lesson plans aligned to the standards and which are UDL-compliant[5]. In 2011-12, six school districts piloted the use of assessment tools in Schoolnet as well.

These assessment tools will be available to a majority (but not all) of Idaho's schools and districts in the 2015-2016 school year through a competitive grant process. Eventually, all Schoolnet tools and resources will be available to every public school in Idaho in the 2016-2017 school year. The project is funded through a donation from the J.A. and Kathryn Albertson Foundation.

[5] To be UDL-compliant, a lesson plan must meet core principles: multiple means of representation, multiple means of action, and expression, and multiple means of engagement.

In addition to access to its statewide instructional management system, Idaho is implementing new statewide assessments in 2014-15. The State is a governing partner in the SMARTER Balanced Assessment Consortium (SBAC). Through SBAC, the ISDE will implement a summative assessment to be given at the end of each school year to meet ESEA requirements. Formative assessment tools will also be available that classroom teachers can choose to use throughout the school year. Idaho plans to pilot the SBAC tests in 2013-14.

The SBAC formative tools and resources for the classroom, interim and summative assessments will be UDL-compliant. The summative and interim assessments will provide for access and accommodations for students with disabilities depending on the student's Individual Education Plan.

Analysis of assessment data for both all students and students with disabilities (SWD) will be conducted to identify professional development needs for both general education and special education teachers throughout the State. Gap analysis from the assessment data will be used as a point of reference for further drill down and as a mechanism for root cause analysis for the development and targeting of ISDE-supported professional development projects and trainings. The use of this data will be used to support Idaho teachers in implementing effective instructional practices for SWD by providing connection to the Common Core State Standards and the student's Individual Education Program goals. These efforts will be complemented by Idaho's OSEP Results Work as well as the fact that OSEP moved towards Results Driven Accountability (RDA), which will emphasize the performance of SWD on statewide assessments as a means of evaluating and holding states accountable to the expectations of IDEA. The ISDE is currently using OSEP Performance Indicator 3A as its Results Focus Indicator. Indicator 3A is the combined performance of SWD on statewide assessment in both reading and math.

Application of this model to Idaho's previous year assessment data has helped direct resources to the development of targeted trainings for Tier 2 Intervention for school teams, including both general and special education representation. For example, these targeted trainings will help districts and schools to better design interventions for all students and support them in understanding how to provide appropriate accommodations for SWD.

Timeline for the ISDE's Implementation

Activity	Responsible	Timeline
Design follow-up training on using a gap analysis based on students' current baselines and the standards.	Secondary Special Education and Regional Coordinators	Spring 2012
Create a team to assist in developing/locating assessment rubrics.	Secondary Special Education and SESTA	July 2012
Research secondary assessments that document growth based on Postsecondary and Career-Ready standards.	Secondary Special Education, SESTA, and Assessment and Content Teams	Fall 2012
Research link with Common Core State Standards	Secondary Special Education, SESTA, and Assessment and Content Teams	Fall 2012
Collect rubrics available to measure content	Secondary Special Education, SESTA, and Assessment and Content Teams	2012-13
Create additional rubrics (literacy, mathematics, problem solving, critical thinking, analytical thinking, work place competencies)	Secondary Special Education, SESTA, and Assessment and Content Teams	2012-13
Develop tools to use rubrics to calculate growth	Secondary Special Education, SESTA, and Assessment and Content Teams	2012-13
Prepare training on how to use the rubrics	Secondary Special Education and SESTA	School year 2012-2013
Prepare training on how to use the same data to determine Response to Intervention (RTI) interventions, document SLD eligibility, create transition plans, and document SOP	Secondary Special Education and SESTA	School year 2012-2013
Design evaluation of the trainings' effectiveness	SESTA	Summer 2013

- *Does the SEA intend to conduct outreach on and dissemination of the college- and career-ready standards? If so, does the SEA's plan reach the appropriate stakeholders, including educators, administrators, families, and IHEs? Is it likely that the plan will result in all stakeholders increasing their awareness of the State's college- and career-ready standards?*

ISDE has conducted outreach to the public and targeted stakeholder groups and will continue to do so to increase awareness as the State transitions to Common Core State Standards. Since the Common Core State Standards were published in 2009, ISDE has conducted outreach in every region of the State to ensure stakeholders are aware of the transition to college- and career-ready standards. Most of those activities are described below in detail. The overarching goal of these activities is to foster increased awareness, understanding, and ultimately the adoption of these standards.

As the standards were being developed, ISDE solicited feedback on those as well as perceived benefits of raising academic standards to a higher college- and career-ready level. In so doing, ISDE additionally sought feedback from institutions of higher education and the Idaho Business Coalition for Education Excellence (IBCEE).[6] Of particular interest was whether the standards would effectively result in students who are prepared for postsecondary education or the workforce, without the need for remediation.

ISDE presented the Common Core State Standards to the provosts of Idaho's institutions of higher education in July 2010 and subsequently corresponded with faculty at these institutions via e-mail. ISDE received verification from each institution of higher education that the Common Core would ensure a student meeting these standards would be prepared for postsecondary education and the workforce. In addition, every college and university president in Idaho signed a Memorandum of Understanding committing that a student who passes the State's new assessments aligned to the Common Core State Standards will not need remediation in mathematics or English language arts. The new test is being developed through SBAC and will be implemented in 2014-15.

To expand stakeholder awareness of the Common Core, Idaho sent a team of 10 stakeholders to a national common core adoption conference in Chicago, Illinois on October 30, 2009. The conference centered on discussion of the Common Core State Standards and their implementation. Members of the team included representatives from the Idaho Education Association, the Idaho School Boards Association, the Idaho Association of School Administrators, the Idaho Legislature, the Idaho Council of Teachers of English, and the Idaho Council of Teachers of Mathematics as well as Superintendent Luna.

[6] The Idaho Business Coalition for Education Excellence (IBCEE) is a not-for-profit organization, comprising the leaders of approximately 80 of Idaho's largest companies, who share a common goal – better education in Idaho.

The ISDE staff conducted several regional meetings to meet with educators and parents before the Common Core State Standards were adopted. In the meetings, staff discussed the need for college- and career-ready standards like the Common Core and Idaho's plan for transitioning to Common Core State Standards. ISDE conducted these regional meetings in Summer 2009 when the Common Core State Standards were first published and again in Summer 2010 when the State was working to adopt the standards. As noted above, in 2010, the State conducted a gap analysis comparing the Common Core State Standards to Idaho's current content standards. (The Achieve Gap Analysis discussed earlier in this section.)

These results were presented at the regional meetings in Summer 2010 to show parents, teachers, school administrators and legislators how the Common Core State Standards were more rigorous and would better prepare Idaho students for postsecondary education and the workforce.

The ISDE staff also presented at several meetings to targeted educational stakeholder groups, such as the Idaho School Boards Association, the Idaho Association of School Administrators, professional organizations of teachers, higher education, the Idaho State Board of Education, the Idaho Workforce Development Council and the IBCEE. To officially adopt the standards, ISDE conducted additional public hearings and took in-person and written public comment during October of 2010 after initial approval from the State Board of Education on August 12, 2010. The ISDE did not alter the standards based on public comment but did incorporate strategies for implementation into ISDE plans.

The Idaho State Board of Education voted to adopt the Common Core State Standards on November 17, 2010. In January 2011, ISDE representatives presented the standards to the Idaho Legislature. The Legislature approved the standards in January 2011, which are now part of Idaho Administrative Rule.

To develop an effective implementation plan for the Common Core State Standards, the ISDE established a Common Core Leadership Group composed of mathematics and English language arts teachers, principals, superintendents, special education directors, curriculum directors, mathematics coaches, Mathematical Thinking for Instruction instructors, higher education faculty, and ISDE staff. ISDE's content coordinators selected the members of this leadership group because these individuals demonstrated considerable leadership in mathematics, English language arts or their respective role. The leadership group met in May 2011. The group functioned as a focus group, giving ISDE staff input on how to shape a timeline for implementation as well as the tools, resources, and professional development necessary for teachers of all students including teachers of English language learners, students with disabilities and low-achieving students.

As a result of the Leadership Group meeting, the ISDE formulated a timeline for implementation and decided to host trainings with leadership teams from each school district and public charter school in Fall 2011 to begin the process of transition to Common Core.

In the District Leadership Team Workshops, districts and public charter schools had to include a superintendent, principal, curriculum director, test coordinator, and lead teacher in their team. The State reached leadership teams in more than 110 districts and public charter schools serving more than 90 percent of Idaho students. At this workshop, each team learned the overarching concepts of the Common Core, acquired a clear understanding of the implementation timeline, and determined ways in which their district could begin the implementation process. The ISDE team demonstrated the Schoolnet instructional management system, a web-based platform providing instant access to the Common Core State Standards and lesson plans aligned to the standards. The State provided PowerPoints and other materials so districts could replicate a similar training for others at the district or school level.

During April and June 2011, Idaho began a comprehensive process of "unpacking" the Common Core State Standards. The methodology used was Total Instructional Alignment (TIA). TIA[7] is funded through a State Agency for Higher Education (SAHE) grant and is a cooperative effort by all the Idaho state universities.

The TIA professional development consists of a two-day facilitator training and a five-day workshop for teams of classroom teachers from participating school districts, along with faculty from Idaho colleges of education and arts and sciences.

During the training, participating K-12 teachers, school administrators, and college faculty are guided through the process of translating and aligning each Common Core Standard to specific tasks, lesson plans, and example assessment items. To date, the professional development has been provided at the Meridian School District for southwestern Idaho and at Idaho State University for the eastern part of the state. In April 2012, trainings and workshops will be held at the University of Idaho for northern Idaho.

The ISDE is working closely with the Colleges of Education in Idaho's institutions of higher education to assist them in preparing teachers who can teach students to meet the Common Core State Standards. The Deans of the Idaho's Colleges of Education meet not less than six times per year at the Idaho Association of Colleges of Teacher Education (IACTE).

[7] The Total Instructional Alignment [TIA] system, developed by Lisa Carter, is a standards and instruction alignment tool. TIA work on the Common Core State Standards is funded by a SAHE grant administered by the Idaho State Board of Education and housed at Idaho State University, with many teachers statewide, particularly from eastern and southwest Idaho contributing to the effort.

In addition to the deans and/or directors of teacher preparation programs, representatives from the Idaho State Board of Education and the ISDE attend these meetings as regular non-voting members of the association. At each meeting, updates being considered by the State are shared with the entire group in order to solicit feedback.

The ISDE and State Board staff worked with three deans representing IACTE to develop a new process which the State will follow in making teacher preparation program approval decisions. This will further ensure that Common Core State Standards are integrated into teacher preparation programs and that the State Board has more oversight over the success of teacher preparation programs. The revision to the State's process for approving teacher preparation programs requires a change in Idaho Administrative Rule which ISBE recently approved. The rule was approved by the Idaho Legislature during the 2012 Legislative Session.

Under the revisions, teacher education programs would have to show how they are implementing the Common Core State Standards into preservice programs by no later than 2014-15. The State will begin to conduct focused reviews of State-specific, core teaching requirements that may be amended if necessary to meet the goals the Idaho State Board of Education has set in its strategic plan for K-12 public schools.

The emphasis on State teacher education reviews anticipated over the next decade will include integration of technology, the use of student data to drive instruction, and the pre-service preparation that address effective K-12 practices in the teaching of the Common Core State Standards. (IDAPA 08.02.02.100).

- *Does the SEA intend to provide professional development and other supports to prepare teachers to teach all students, including English Learners, students with disabilities, and low-achieving students, to the new standards?*
  If so, will the planned professional development and supports prepare teachers to teach to the new standards, use instructional materials aligned with those standards, and use data on multiple measures of student performance (e.g., data from formative, benchmark, and summative assessments) to inform instruction?

ISDE plans to provide professional development and ongoing support to all classroom teachers as they transition to the Common Core State Standards. Professional development opportunities will focus on all teachers as well as teachers of English language learners (ELLs), students with disabilities, and low-achieving students. To conduct these opportunities for all teachers, ISDE will integrate the professional development activities for Common Core State Standards with other statewide initiatives and strategic partnerships that are already established.

Below is a synopsis of how ISDE will provide that professional development to all classroom teachers. That is followed by a timeline for the delivery of the professional development activities.

The professional development activities that ISDE will carry out are cross-cutting. They include programs and training opportunities that focus on the system of schooling as well as targeted components of the school system. Furthermore, these activities address the capacity of different audiences as appropriate. At times, support is given to specific teachers and school leaders. In other circumstances, it is most appropriate to provide support to district leaders. And, in many cases, support is provided across job roles to ensure diffusion of the innovation or ideas included in the activity. Table 1~~Table 1Table 1~~ provides an overview of the activities, which are described in further detail below.

Table 1
Overview of Activities

	Focus		Audience		
	System-Wide	Targeted	Teachers	School Leaders	District Leaders
Classroom Technology Integration		✓	✓	✓	✓
Idaho Building Capacity Project	✓			✓	✓
Idaho Math Initiative		✓	✓	✓	
Idaho's English Language Development Program	✓		✓	✓	✓
Response-to-Intervention (RTI)	✓			✓	✓
Statewide Instructional Management System		✓	✓	✓	✓

Professional Development Activities

Statewide Instructional Management System: The J.A. and Kathryn Albertson Foundation granted ISDE $21 million to implement a statewide instructional management system, known as Schoolnet. Schoolnet is a web-based platform providing multiple tools for classroom teachers and administrators at the building and district levels. The tools include instant access to data on individual student attendance and academic achievement; access to Idaho Content Standards and

Common Core State Standards; lesson plans aligned to Common Core State Standards; and digital content aligned to standards and lesson plans. Teachers can develop their own lesson plans and share with others in their own building, district, or across the State. ISDE is using an estimated $2 million a year in grant funding from the Albertson Foundation to provide professional development to classroom teachers on how to use Schoolnet.

The Common Core State Standards have become the foundation of Idaho's efforts to reform its education system through the passage of the Students Come First legislation in 2011.

Thus, ISDE emphasizes the alignment of content, curriculum, and lesson plans in each of the professional development activities related to Schoolnet. Statewide training focused on the Common Core State Standards and lesson plan alignment has and will continue to occur. The State is contracting with retired school district superintendents and building administrators who showed excellence during their careers to assist with this professional development. After an application process, the State selected 17 individuals who have undergone additional training in the effective use of Schoolnet. In February 2012, they were based regionally to assist each of the six pilot Schoolnet districts during the remainder of the 2011-2012 school year. In 2012-13, the State will recruit and train 20 more data coaches to offer support and assistance to other districts across Idaho. They will support teachers and school administrators through face-to-face and web-based interaction on a regular basis throughout the school year.

Classroom Technology Integration: As has been noted in this request for flexibility to implement a next-generation accountability system, the State passed comprehensive education reform that significantly changed Idaho Code related to public school funding, labor relations, and the structure of Idaho classrooms. (For the full text of the Students Come First laws, visit http://www.studentscomefirst.org/bill.htm.) However, this legislation was overturned but not before significant investment in technology was realized throughout the state. ~~A major goal of the Students Come First education initiative is to increase the integration of technology in every Idaho classroom over the next five years to ensure every student has equal access to educational opportunities, no matter where they live or how they learn. The Students Come First legislative package included: $9 million in funding in classroom technology for all grades and $4 million in professional development opportunities annually.~~

Through advanced technology, teachers can utilize new tools to individualize instruction for every student and help all students, including those with special needs, to achieve their learning goals.

To receive funding for advanced classroom technology, every school district and public charter school in Idaho submitted a plan to ISDE by January 2012 detailing how the classroom technology they plan to use is linked to student achievement goals, including the transition to the Common Core State Standards.

Response-to-Intervention (RTI): Idaho has scaled up implementation of RTI significantly over the past seven years. Beginning with the cohorts of schools participating in Reading First, ISDE piloted and refined the RTI model. Subsequently, virtually all school improvement efforts have been influenced by or specifically include the elements of RTI as a model for meeting the needs of all students. Most recently, Idaho has worked in partnership with the National Center on Response to Intervention (NCRTI).

NCRTI has assisted Idaho with the development and delivery of statewide training in the essential elements of RTI and implementation planning by helping build a highly effective model for continuous improvement.

The RTI model is built on a multi-level tiered prevention system that includes data-based decision-making using screening tools and progress monitoring techniques. It provides differentiation in core academic subjects.

All students are expected to be served in Tier 1, the level in which core academic instruction is provided based on State standards (i.e., the Common Core State Standards). For students who struggle and need additional time and intervention, Tier 2 provides additional opportunities for them to catch up and keep up in the core academic subject areas. Lastly, for students who are substantially behind, Tier 3 is highly intensive instruction, often stripped of any non-essential coursework, in which students are taught directly and in ways that will help them to close their achievement gaps in the quickest manner. The RTI model is well established in Idaho and also serves as an effective way to improve the instruction and outcomes for students with disabilities. It has been integrated into the State's school improvement planning model and Title I Schoolwide Program planning process. It also forms the basis for identification of students with a Specific Learning Disability. A majority of Idaho schools and more than 80 percent of Idaho school district leadership teams have been trained in the RTI model. As the State transitions to Common Core State Standards, the RTI model will continue to serve as a highly effective vehicle that schools and districts will use to ensure all students, including students with disabilities, are achieving college- and career-ready standards.

Idaho Building Capacity Project: To better assist low-performing schools, ISDE partnered with Idaho's three largest public universities and created a program to train and support school and district improvement coaches. More commonly referred to as Capacity Builders, these individuals work directly with school and district leadership teams to improve student achievement. Capacity Builders are veteran building and district administrators who have the requisite skill set to effect lasting change and build effective relationships with school personnel. Each university employs the services of a Regional School Improvement Coordinator who works directly with ISDE to identify Capacity Builders.

The regional coordinators provide the Capacity Builders with professional development and then contract with them to provide services over a three-year period. The Capacity Builders provide hands-on technical assistance linked to research-based best practices. Their primary goal is to develop the capacity of local leaders in understanding the characteristics of effective schools and how to manage change in a complex school system. The Idaho Building Capacity Project was piloted in 2008 and fully implemented statewide in 2009.

The project now serves 105 schools and districts statewide. Since its inception, the State also has utilized Capacity Builders to implement other new statewide programs and initiatives, such as Response to Intervention implementation grants and the statewide longitudinal data system.[8] ISDE provided initial training for Capacity Builders on the Common Core State Standards in Summer 2011 and will continue to provide more in-depth training so they can assist with the dissemination and implementation of the Common Core in their schools and districts.

Idaho Math Initiative: In 2008, ISDE launched the Idaho Math Initiative, a $4 million annual statewide effort to raise student achievement in mathematics across all K-12 grade levels. Through the Math Initiative, the State provides remediation through a web-based supplemental mathematics instruction program for students who are struggling, advanced opportunities for students who excel in mathematics, and a three-credit professional development course for every mathematics teacher and school administrator.

The Mathematical Thinking for Instruction (MTI) course was developed in partnership with Dr. Jonathan Brendefur of Boise State University to enhance educators' content knowledge in mathematics and their understanding of how students best learn mathematics. The course has been aligned to the Common Core State Standards and will provide a strong foundation for implementing the Common Core mathematics standards across Idaho.

All K-8 certified teachers, 9-12 mathematics teachers, and school administrators are required to take the MTI course in order to recertify in 2014[9]. To date, approximately 59 percent of the required teachers and administrators have completed the course. The remainder is expected to complete the course by the end of 2012-13.

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[8] Idaho began developing its Statewide longitudinal data system in 2008. The State fully deployed the longitudinal data system for the first year in 2010-11.

[9] The following educators are required to successfully complete the MTI course prior to September 1, 2014 in order to recertify: teachers holding Early Childhood/Early Childhood Special Education Blended Certificate (Birth - Grade 3) employed in an elementary school classroom (multi-subject classroom, K-8); teachers holding a Standard Elementary School Certificate (K-8); teachers holding a Standard Secondary School Certificate (6-12) teaching in a mathematics content classroom (grade six (6) through grade twelve (12)) including Title I classrooms; teachers holding a Standard Exceptional Child Certificate (K-12); and school administrators holding an Administrator Certificate (Pre K-12).

The course has been divided into three tracks to better serve educators, based on the grade level they teach: K-3 track focuses on early number sense, 4-8 track on rational number sense, and 6-12 track on algebraic thinking.

Through the MTI course, educators learn to develop and utilize research-based strategies to assist all students regardless of their challenges: achievement level, English language learners, and students with disabilities.

As part of the Idaho Math Initiative, ISDE has contracted with Boise State University to employ six mathematics specialists, who cover five regions statewide. During 2011-12, the regional mathematics specialists are teaching the MTI courses approximately 40 percent of their time and providing in-school support approximately 40 percent of their time. Through in-school support, they provide hands-on technical assistance to classroom teachers and school administrators as they implement the strategies learned in the MTI course. The remaining time is spent on research and administrative duties. As teachers and administrators complete the MTI course, the regional mathematics specialists will move to full-time in-school support.

These regional specialists and the Mathematics Coordinator at ISDE will assist schools and districts as they transition to Common Core State Standards through ongoing professional development and support through workshops, webinars, and a four-year unit study aligned with the Common Core and based on the Japanese model of Lesson Study.

English Language Arts (ELA) Common Core State Standards: A multifaceted approach, from asynchronous tools to face-to-face training, has been established with regard to professional development opportunities for transition to the Common Core State Standards (CCSS) for English Language Arts. In January 2012, the SDE established a comprehensive CCSS Toolbox for English Language Arts on the ISDE website at the following link: http://www.sde.idaho.gov/site/common/.

This site is broken into discrete modules housing a variety of resources for educators at various levels of understanding of the common core. Understanding that a key nexus of foundational principles lies in the area of analyzing and writing about more complex texts across the content areas, tools are available to show examples of the types of exercises and assessments that incorporate these skill sets that reach to highest cognitive level. In addition, this site contains links to the latest set of Performance Tasks developed by the Smarter Balanced Consortium (SBAC) for the new assessment aligned with the Common Core State Standards. These tasks embody the deeper learning experiences and the expectation that students must consistently work at a higher cognitive level so foundational to the core. SBAC tools will be continually emphasized as they come to fruition and are made available to all member states in the coming months and years. This toolbox is constantly being updated as new tools for teachers become available to strengthen implementation efforts in English Language Arts.

In addition, the ISDE has reached an agreement with the Illinois State Board of Education to share a rich and comprehensive set of electronic resources for teachers developed by Illinois to support writing instruction in the three modes of writing emphasized in the Common Core State Standards and the SBAC assessment model: informational, argumentative, and narrative. Featured, in addition to richly annotated anchor sets and practice scoring sets, are videos of actual classroom instruction tied to core writing principles. These asynchronous tools will be made available to schools and teachers.

With strategic partners (Boise State Writing Project and Northwest Inland Writing Project) the ISDE is collaborating to offer deep, hands-on learning opportunities for educators in the summer 2012. The ISDE has developed a series of four three-day workshops for district teams emphasizing the use of more complex informational text in the classroom across the curriculum.

Featuring how to select, evaluate and intertwine complex text into instruction as well as devise opportunities for students to write and speak about what they read, these teams (one ELA teacher, one teacher from another content area, and one administrator) will begin to create actual student lessons based on the Common Core State Standards.

Further, the ISDE will be providing scholarships on a regional basis to an online graduate course at Boise State University on evaluation and use of informational text aligned to the Common Core State Standards. Recipients will be required to lead study groups in their home districts to share their knowledge upon completion of the course work. The intent of the district team approach and the scholarship program is to create concentric circles of expertise transpiring from this face-to-face training system wide, thus further leveraging the impact of the training. Finally, because there is a natural progression from informational to the related but more complex argumentative mode, plans are being made to offer similar programs for argumentative writing in summer 2013 and then narrative writing, as it is very different from the other modes, in summer 2014.

In July and August 2012, ISDE staff will present at three regional Best Practices Institutes on the importance of increasing text complexity and in understanding the new definition of text complexity, which incorporates qualitative factors such as layers of meaning and complexity to structure in addition to quantitative measures such as Lexile ratings. As text complexity drives many of the changes in the approach teachers of all content areas must take to teach the ELA Common Core State Standards with fidelity, this will be the first of many professional opportunities to delve into this critical area. Also, text complexity will be presented through the lens of students creating authentic products, be they written pieces or oral presentation, based on the analysis, synthesis of text or audio visual stimuli. The audience will be teachers from all content areas and administrators, primarily curriculum directors and

principals.

Begun in the spring of 2012 and designed to continue through 2014, the 21st Century Master Teacher program is designed to support implementation of a number of ISDE initiatives (integration of technology in the classroom, the state learning management system, UDL), with implementation of the ELA-Literacy standards of the Common Core State Standards being the foundation and anchor of the entire program. In order to demonstrate best practices in instruction aligned to the ELA-Literacy Common Core State Standards, master teachers were recruited statewide and trained on how to infuse technology in the classroom, use universal design for learning and the new lesson plan template, and build lessons and units aligned to the CCSS. Via the state learning management system, Schoolnet, these exemplar lesson plans, nearly 250 from all content areas, will be shared statewide, giving teachers excellent, concrete example of how to make instructional practice change based on the new ELA-Literacy standards of the Common Core State Standards across the curriculum, helping build support for the core across the full spectrum of teachers. These master teachers will also help evaluate additional lesson plan entries and select contest winners. All these efforts will build a robust bank of lesson plans to be used across the state and refined by actual classroom use and further supported by the professional learning community capabilities of Schoolnet.

Monies are available to build and perhaps expand this critical program that braids so many initiatives for at least the next two fiscal years.

The ISDE will continue to build upon these initial efforts to create in district capacity and understanding of the Common Core State Standards for ELA that hold the promise of pulling together all instructional change across the curriculum under the umbrella of literacy owned not just by the English teacher, but by all teachers.

Idaho's English Language Development Program: Idaho plans to adopt the WIDA (World-Class Instructional Design in Assessment) English Language Development (ELD) Standards in 2013-14. ISDE will begin the transition process in 2012-13 with public forums for communities and professional development opportunities for teachers and school administrators. ISDE will use processes currently in place to transition to and implement the new Standards.

In 2010, in an effort to better serve ELL students Statewide, ISDE conducted a needs assessment to guide the State's policy and funding direction for ELL programs. In this assessment, ISDE examined data from the ISAT, IELA, IRI[10], and Integrated Focus Visits (monitoring and technical assistance visits) provided to school districts.

[10] ISAT – Idaho Standards Achievement Tests, the general assessment series of mathematics, reading, and language usage used to meet NCLB requirements.
IELA – Idaho English Language Assessment, the English language proficiency assessment used to meet NCLB's Title III requirements and to assess entry, exit, and progress of English language proficiency by ELL students.
IRI – Idaho Reading Indicator, a reading assessment required by Idaho Statute to be given in K-3 twice a year to monitor students' progress and identify achievement gaps in reading skills.

As a result of the assessment, ISDE shifted more attention to improving English Language Development (ELD) program services by developing the Idaho Toolkit and organizing ELD Standards Workshops Statewide.

To ensure consistency and better assist all districts in providing research-based ELD program services, ISDE developed the Idaho Toolkit in Fall 2011. The Idaho Toolkit provides districts with historical foundations, legal requirements for teaching ELL students, content standards, and the most current research on effective and culturally responsive programs and instructional practices for ELLs. The Toolkit is designed so school districts and charter schools can tailor it to their individual needs.
ISDE also organizes regional ELD Standards workshops every year.

Through these workshops, the State assists ELL teachers, content teachers, and school administrators as they incorporate ELD standards into their instruction. This serves to ensure that ELLs have full access and opportunity to master prescribed academic content. As Idaho transitions to Common Core State Standards and WIDA Standards aligned to the Common Core, these workshops will focus on the new standards and how Idaho educators can view these standards as intricately connected rather than separate from one another. Trainers for these workshops are State-endorsed and highly qualified elementary and secondary school ELD teachers/coaches and content area teachers. ISDE has found these workshops to be particularly effective because they are provided by educators in the field who use the standards every day.

In addition to efforts already in place, the State will use State-endorsed, highly qualified elementary and secondary school ELD teachers/coaches and content area teachers to provide more targeted professional development opportunities to ensure the full implementation of WIDA standards. ISDE's LEP Coordinator will work collaboratively with the content specialists at the State to provide specific professional development opportunities, tools, and resources for the access to and mastery of the Common Core State Standards by ELL students.

Following adoption of the WIDA standards, Idaho will also adopt a new online English Language Proficiency Assessment being developed by WIDA through a U.S. Department of Education Enhanced Assessment Grant.

National Center and State Collaborative (NCSC) GSEG Tier II Involvement:
Idaho's involvement in the NCSC as a Tier II state participant, allows Idaho teachers of students with significant cognitive disabilities access to the Common Core State Standards aligned professional development, curriculum and instructional resources pilot tested and refined by the Tier 1 states. Idaho will have access to all NCSC products and materials before broad dissemination by 2015. Specifically, Idaho's involvement as a Tier II state is to provide feedback on usability and outcomes of NCSC provided tools and protocols. Idaho will look to recruit a minimum of one to two cohorts, consisting of two to three teachers of students with significant cognitive disabilities who administer the ISAT-Alt, in each of our six state regions.
Idaho will also look to recruit individual districts which can support district-wide

collaboration regarding the NCSC professional development, curricular, instructional and assessment tools provided. Participating cohorts and/or districts will also be asked for input on alternate assessment decisions and will be utilized in delivering regional trainings once the NCSC alternate assessment has been developed.

Professional Development Timeline

Table 2~~Table 2Table 2~~ provides an overview of the professional development timeline, with activities described in greater depth below.

Table 2
Professional Development Timeline

	Focus		Audience		
	System-Wide	Targeted	Teachers	School Leaders	District Leaders
2011-12 School Year					
Idaho Math Initiative		✓	✓	✓	
iSTEM Summer Institutes		✓	✓		
Idaho Summer Institute of Best Practices		✓	✓	✓	
District Leadership Team Workshops	✓				✓
Online Office Hours & Webinars		✓	✓		
Common Core State Standards Toolkits		✓	✓		
Summer Regional Institutes		✓	✓		
Response-to-Intervention (RTI)	✓			✓	✓
2012-13 School Year					
Integrating Classroom Technology		✓	✓	✓	✓
Curriculum Integration	✓				
Transition to WIDA Standards	✓		✓	✓	✓
Recruit and Establish NCSC cohorts		✓	✓		
Model Instructional Units		✓	✓		
Regional Mathematics Specialists		✓	✓	✓	✓
Response-to-Intervention (RTI)	✓			✓	✓
2013-14 School Year					
Implementation of WIDA Standards	✓		✓	✓	✓
Pilot NCSC professional development, curriculum, and assessment resources		✓	✓		
Regional Mathematics Specialists		✓	✓	✓	✓
Response-to-Intervention (RTI)	✓			✓	✓
Smarter Balanced Assessment Consortium Training		✓	✓	✓	✓

2011-12 School Year: Professional development activities during 2011-12 have focused on initial training opportunities to familiarize classroom teachers with the Common Core State Standards, how they can familiarize themselves with the new standards, and begin implementing the standards in their classroom if they choose.

- Idaho Math Initiative, 2008 to 2011: During this time, 59 percent of the required teachers and administrators have completed the three-credit Mathematical Thinking for Instruction course. The remainder is expected to complete it by the end of 2012-13. The MTI Course was designed as part of the Idaho Math Initiative in 2008. It was fully aligned to the Common Core State Standards in 2009. This course has helped ensure K-8 teachers and high school mathematics teachers are better prepared to implement the Common Core. Six regional mathematics specialists provide follow-up support to teachers as they work in the classroom.

- iSTEM Summer Institutes, July 2011: The iSTEM workshops consisted of three regional workshops held in Twin Falls, Nampa, and Coeur d'Alene. Teachers representing all grade levels across Idaho learned how to incorporate science, technology, engineering, and mathematics (STEM) activities into their lesson plans. ISDE presented on the Common Core State Standards at two of the three regional workshops, reaching 300 teachers at the Twin Falls and Coeur d'Alene regional workshops.

- Idaho Summer Institute of Best Practices, August 2011: More than 150 classroom teachers and building principals attended the two-day Summer Institute that focused on research-based best practices to incorporate in the classroom. The Institutes were held in Wendell, Idaho Falls, and Coeur d'Alene. Each session focused on hands-on implementation activities and discussion of how the Common Core aligns to the current content standards.

- District Leadership Team Workshops, Fall 2011: In this capacity-building effort, an ISDE team delivered training to district leadership teams consisting of a superintendent, principal, curriculum director, test coordinator, and lead teacher. The State reached more than 110 district leadership teams serving more than 90 percent of Idaho students.

  At these workshops, each team learned the overarching concepts of the Common Core, a clear understanding of the implementation timeline and ways in which their district could begin the implementation process. The ISDE team demonstrated the Schoolnet instructional management system, a web-based platform providing instant access to the Common Core State Standards and lesson plans aligned to the standards.

ISDE's Coordinated School Health team presented on their efforts to work with the Council of Chief State School Officers Health Education Assessment Project (HEAP) to develop effective health education assessment resources. Through this project, the State also will work to teach health content through literature and informational text, keeping with a major goal of Common Core to teach literacy across the disciplines.

- Online Office Hours, Spring 2012: ISDE staff are planning online office hours and short tutorials bi-monthly on selected Common Core State Standards topics. Online office hours will be open-ended webinars where teachers can join for a few minutes or for a long period of time, depending on their questions. No specific agenda is set, but this approach makes sure teachers have access to experts at ISDE's offices.

  The bi-monthly tutorials are scheduled webinars focused on a single topic. These have a set agenda with time left for questions at the end. Both online office hours and tutorials will be held after school hours to allow classroom teachers to participate. Copies will be archived and provided on the ISDE website and through Schoolnet.

- Hosted on the ISDE common core website, Common Core State Standards Toolkits specifically for teachers are being developed to be deployed in spring 2012. These Toolkits will be published on ISDE's website in January 2012 and advertised to teachers through the monthly teacher newsletter, direct e-mails to principals, Schoolnet and professional organizations. The Toolkit will include modules organized to move incrementally from awareness to deeper understanding. Introductory material includes short video vignettes created by writers of the Common Core that underscore key principles of the standards, tutorials on the structure of the standards and critical documents supporting the need to move to the Common Core. This is followed by materials such as an in-depth deconstructed version of the standards, the alignment analysis of the Common Core to Idaho Standards, comparison of and concrete examples of what the standards look like in the classroom. Among the items are videos of sample lessons, sample curricular units, curricular maps from several sources, in-depth instruction on writing instruction and assessment, content alignment tools, criteria to guide curriculum developers and publishers, and professional development tools. Finally, a synopsis of the role of Smarter Balanced Assessment Consortium (SBAC) and implementation of the Common Core State Standards demonstrates that this next generation assessment will adhere with fidelity to all core principles and claims of the Common Core. Links to all sample SBAC item types and important documents such as the Content Specifications are included. This site will be continually updated to provide Idaho teachers with the most complete and up

to date resources as they are created or become available. These resources will also be available on Idaho's statewide data management system, Schoolnet.

- Summer Regional Institutes, Summer 2012: The ISDE is planning Summer Institutes to delve more deeply into the Common Core State Standards and how a classroom teacher can transition to the new standards 2012-13 and beyond. The State has developed strategic partnerships with groups, such as the Boise State Writing Project, to provide training in specific areas of the Common Core.

  The Boise State Writing Project, for example, will provide training on writing across the curriculum including using scoring rubrics as a platform for instruction and a common language around learning, with specific tutorials around the three modes of writing emphasized by the Common Core: informative, narrative and argumentative. The Idaho Math Initiative staff will also host a Mathematics Initiative Conference that will provide deeper, hands-on work with the Common Core mathematics.

- RTI: The ISDE will continue to invest in building the expertise of all school staff and establishing district and school teams through the Math Initiative in order to support quality Tier1 and Tier 2 instruction. This includes special attention to alternate approaches [differentiated instruction] in order to provide all students access to regular core curriculum.

2012-13 School Year: ISDE, working with strategic partners, will provide more in-depth training on the Common Core State Standards and how Idaho classroom teachers can effectively transition to the new standards.

- Integrating Technology: In Fall 2012, all high school teachers will receive a mobile computing device as the State begins to phase in its one-to-one initiative. Under this initiative, every Idaho high school will have a one-to-one ratio of mobile computing device to student and teacher by 2015-16. At the same time, the State is investing in additional technology for all classrooms with $13 million annually for technology and professional development. As Idaho's classroom teachers work to integrate technology in the classroom, the State will partner with Boise State University to show them how advanced classroom technology can assist in transitioning to the Common Core State Standards.

  In partnership with Boise State, ISDE will create short, web-based interactive tutorials demonstrating best practices in classroom technology integration tied to the Common Core. The tutorials will emphasize Universal Design for Learning (UDL) to ensure teachers know how to individualize instruction and meet the needs of all students, including those who are English language learners, students with disabilities, or low-achieving students. All tutorials will be archived online for future use.

- Curriculum Integration: ISDE Content Coordinators for mathematics and English language arts will develop curricular protocols and training in repurposing existing curricular resources to bolster the areas needed to support a successful implementation of the Common Core. The Coordinators will work closely with ISDE's Limited English Proficient Coordinator, Special Education team, and Statewide System of Support team to ensure that their work also meets the needs of all students, including English language learners, students with disabilities and low-achieving students.

- Model Instructional Units: ISDE Content Coordinators for mathematics and English language arts will develop model instructional units and videos of instructional best practices. The Coordinators will utilize Schoolnet to share these materials with classroom teachers across Idaho.

- Regional Math Specialists: As a vital link in providing support and extended follow-up to the common core compliant MTI training course which they will continue to teach, these specialists will deliver instructional support to in-service teachers to improve content knowledge, pedagogical knowledge, RTI, and Common Core State Standards knowledge . In addition, regional specialists will provide critical support of focused school improvement efforts to ensure high quality mathematics professional development and effective transition to the common core. The well-established structure of the MTI program, the expertise of the specialists, and the strength of the current relationships with the field built over a number of years, makes the cadre of regional specialists a potent tool in service of common core implementation.

Transition to WIDA Standards: ISDE will provide the professional development required by the WIDA (World-Class Instructional Design in Assessment) Consortia to ensure the State provides the necessary training for all teachers as they transition to new English Language Development (ELD) Standards.

- Recruit and establish regional cohorts for piloting of the National Center and State Collaborative (NCSC) tools.

  - RTI: RTI The ISDE will continue to invest in building the expertise of all school staff and establishing district and school teams through the Northwest Inland Writing Project and the Boise Writing Project who provided training to more than 1,000 Idaho teachers in 2010 in order to support quality Tier1 and Tier 2 instruction. This included special attention to alternate approaches [differentiated instruction] in order to provide all students access to regular core curriculum.

2013-2014 School Year: The 2013-14 school year is the first that Idaho's teachers will be teaching Common Core State Standards in their classrooms. The State will offer ongoing support throughout this year.

- Regional Mathematics Specialists: This group will continue to build the capacity of teachers and school and district teams by providing additional outreach opportunities for professional development, particularly in the summer for administrators and teachers. Model lesson plans will be created and available for all individuals and teams who complete the MTI course to further bolster integration of Common Core math principles into classroom instruction.

- Implementation of WIDA Standards: ISDE will provide the professional development required by the WIDA (World-Class Instructional Design in Assessment) Consortia to ensure the State provides the necessary training for all teachers as they begin teaching the new English Language Development (ELD) Standards.

- Piloting of NCSC Tools: ISDE will use NCSC professional development, curriculum, instruction and assessment resources and tools and provide required feedback on usability and outcomes. ISDE will collect input from cohorts/districts for alternate assessment decisions in Idaho.

- RTI: An increased effort to build capacity of the school and district teams will be the cornerstone of RTI efforts. The ISDE will continue to invest in building the expertise of all school staff through the Math Initiative in order to support quality Tier1 and Tier 2 instruction. This includes special attention to alternate approaches [differentiated instruction] in order to provide all students access to regular core curriculum.

- Smarter Balanced Assessment Consortium Training: ISDE will pilot the new assessment developed through the Smarter Balanced Assessment Consortium (SBAC). The end-of-the-year summative assessment will be fully implemented in 2014-15 school. Formative assessment tools that teachers can use throughout the school year will be available in 2014-15 as well. In 2013-14, ISDE will make SBAC-related resources available to classroom teachers, including formative and interim assessment item banks, learning progressions with embedded test items, performance tasks with annotated scoring guides. Scoring guides and examples for all constructed items and performance assessments, including practice sets and annotated scoring guides for writing assessments will be included in this suite of tools for teachers. The ISDE will provide training on these resources throughout the year.

- *Does the SEA intend to provide professional development and supports to prepare principals to provide strong, supportive instructional leadership based on the new standards? If so, will this plan prepare principals to do so?*

ISDE has a plan to provide professional development and ongoing support to principals based on the Common Core State Standards.

The building principal is the instructional leader who plays a critical role in making the implementation of the Common Core State Standards successful and sustainable. As the instructional leader, the building principal will provide support, technical assistance, evaluation and guidance. To fulfill this role, the State will provide principals with initial professional development and ongoing support.

The State's goal is for every building principal to be the instructional leader with a high level of knowledge of the Common Core State Standards.

To accomplish this goal, ISDE is developing a three-pronged approach that will provide face-to-face professional development for building principals, a toolkit of resources for principals to utilize during the school year, and additional training on the teacher performance evaluation process. First, in Spring 2012, ISDE will develop and publish a Toolkit for Principals on its website. The Toolkit will include an in-depth suite of materials focused on awareness and deep understanding of the standards and the important changes they demand in the creation and delivery instruction. Other critical sections will provide training on teacher evaluations and what quality instruction infused with Common Core principles looks like for all disciplines. Principals imbued with deep working knowledge of the Common Core will help drive the instructional change so essential for successful implementation. ISDE will advertise the Toolkit to principals and district superintendents through direct e-mails, newsletters, and professional organizations. In addition, the State will offer webinars in the spring on how to use the Toolkit. ISDE will hold at least three focus groups with principals in different regions of the State to get feedback on the effectiveness of the Toolkit and what, if any, improvements should be made. The State also will measure the effectiveness of the Toolkit during administrator professional development opportunities in Summer 2012.

Second, ISDE will host training opportunities for principals in Summer 2012 focused on the Common Core State Standards. These workshops will be designed to build deep knowledge of the common core and provide administrators tools to provide effective and constructive feedback via classroom observations and evaluation of lesson plans using the newly adopted UDL compliant lesson plan template. ISDE will measure the effectiveness of the trainings with pre- and post-surveys. After the trainings, ISDE will hold at least three focus groups with building principals and

instructional coaches located in certain districts and schools across the state to gather more data on school-based needs to implement the Common Core successfully.

Additionally, ISDE will host at least two focus groups with classroom teachers from different regions of Idaho to gather their feedback on what more building principals need to be effective instructional leaders and to successfully implement the Common Core. These focus groups will all be conducted by the end of September 2012, so the results can be used to shape future trainings.

Finally, by Fall 2012, ISDE will develop teacher performance evaluation protocols that incorporate the Common Core State Standards. Idaho already has a Statewide Framework for Teacher Performance Evaluations based on the Charlotte Danielson Framework for Teaching. ISDE has been providing training on this new evaluation model to teachers and school administrators since Fall 2009. Idaho school districts and public charter schools implemented this framework for the first time in 2011-12.

In Fall 2012, ISDE will provide additional training to classroom teachers and school administrators on how building principals and other evaluators should incorporate the Common Core State Standards into the teacher performance evaluation process.

The training will be a combination of face-to-face workshops and webinars offered throughout the school year.

In addition to these efforts, ISDE will ensure the Common Core State Standards are incorporated into the agendas and discussions of pre-established statewide professional learning communities for school administrators. ISDE created the Idaho Superintendents' Network in 2009 to support the work of district leaders in improving learning outcomes for all students by focusing on the quality of instruction. Currently, 37 superintendents participate in the Network, representing one-third of superintendents statewide.

Superintendents who serve a high percentage of at-risk students receive first priority to join. Membership is limited based on funding. The group meets face-to-face four times a year. Topics for discussion in 2011-12 have included improved outcomes for students, developing a sense of purpose, working with stakeholders, district central offices and learning improvements, creating and supporting district and building-level leaders, and analyzing teaching and learning through data. ISDE's Content Team is regularly consulted by the Superintendents' Network staff to ensure Common Core State Standards are incorporated into the discussions regarding how these key leaders must plan and prepare for implementation.

The Principal Academy of Leadership (PALs) is a project developed by ISDE to support the work of building-level administrators in improving outcomes for all students by focusing on the quality of instruction. Approximately 35 principals participate each year in a balance of content, professional conversation, and collegial instructional rounds related directly to improving the overall effectiveness of the

Instructional Core such as those described below.

The effective leadership strands focus on:

- Leadership Framework & Competencies: The leadership framework is structured on the Nine Characteristics of High Performing Schools supported by McREL's Leadership Framework and the Educational Leadership Standards (ISLLC). Turn-Around Leadership Competencies will also support the leadership framework.

- Instructional Rounds: A network approach of improving teaching and learning at the instructional core through calibration visits and instructional classroom observations connecting Danielson's Framework to walk-though strategies.

- Professional Growth & Development: All participants complete a 360° Self-Assessment Evaluation provided by Education Impact. The information from this assessment helps each participant develop a professional growth plan to increase his or her effectiveness.

- Collegial Connection & Collaboration: Throughout the PALs project, there are many opportunities for all participants to network and connect through statewide summits, regional meetings, and individual coaching calls.

Because PALs is funded under the Title I-A Statewide System of Support, principals are selected based on their school's improvement status and whether the school receives Title I-A funds. They meet four times a year in addition to conference calls and regional working sessions. New participants will selected be based on the placement of the school in the new accountability structure proposed in Idaho's ESEA Flexibility application. Priority will be given to those in the lowest-performing schools.

- *Does the SEA propose to develop and disseminate high-quality instructional materials aligned with the new standards? If so, are the instructional materials designed (or will they be designed) to support the teaching and learning of all students, including English Learners, students with disabilities, and low-achieving students?*

According to Idaho Superintendent of Public Instruction Tom Luna's vision, "Every parent and educator will have access to the data they need to guide instruction on a daily basis and measure the academic progress of all students via Schoolnet." Schoolnet is Idaho's instructional management system (IMS) that delivers longitudinal data via a student Digital Backpack which consolidates state assessment results according to a growth model.

In addition, Schoolnet provides enrollment, completion, grades, Key Performance

Indicators (KPIs), Goals & Exemplars, Formative and Summative Assessments and Reports as well as instructional materials, lesson plans and links to online resources.

Schoolnet is the online IMS provider of data-driven decision-making solutions for Idaho K-12 school districts. Schoolnet coupled with intensive training occurring summer 2012 (http://itcnew.idahotc.com/register-for-trainings.aspx), helps districts analyze data, organize curriculum, track instruction, measure performance, and report results. Districts utilize data to make informed managerial and instructional decisions at all levels for all students including English Learners, students with disabilities, and low-achieving students.

There are several components to the informed instructional decision making process. In addition to Digital Backpack data, the provision of high quality instructional materials aligned to Common Core State Standards developed according to the principles of Universal Design for Learning (UDL) assures that the needs of all students are met. Schoolnet is the portal to many different instructional resources designed to align with UDL.

High-quality digital instructional content (Discovery Education Streaming digital content) was provided through Schoolnet to every Idaho teacher and student across all Idaho classrooms in May 2012.

In addition to providing digital content hosted by Schoolnet according to the principles of UDL, Schoolnet also provides a portal for Idaho educators to an online database of lesson plans. To facilitate the uploading of lesson plans, the ISDE convened a panel of teachers and other UDL experts to design a template entitled 21st Century Classroom Lesson Plan which was developed according to the Charlotte Danielson Framework and the principles of UDL including multiple means of:

- Representation, to give diverse learners options for acquiring information and knowledge,
- Action and expression, to provide learners options for demonstrating what they know,
- Engagement, to tap into learners' interests, offer appropriate challenges, and increase motivation

The Idaho 21st Century Classroom UDL lesson plan template was designed with representation from 61 school districts, higher education institution representation as well as Idaho SDE directors and content coordinators across divisions. The template is now housed and accessible statewide within Schoolnet. Teachers log on and create lessons online then align these lessons with key subject/content words, grade level, Common Core State Standards and Idaho standards as well as appropriate links to UDL resources and materials creating a searchable 21st Century Classroom UDL lesson plan database.

As Idaho educators create 21st Century Classroom UDL lesson plans online via the lesson plan template they are required to delineate UDL requirements and differentiated instructional techniques to meet the needs of all students including English Learners, students with disabilities, and low-achieving students and incorporate college and career readiness skills according to the Common Core State Standards. Information for Idaho educators on UDL can be found at the Idaho Assistive Technology Project at:
http://itcnew.idahotc.com/files/qrm/qrm_univdesign.pdf

Upon submission into the database the lesson plans will be reviewed online by a cadre of 21st Century Master Teachers specifically trained in UDL principles and exemplar best practice techniques by the ISDE and Idaho Assistive Technology Project Staff. During the spring and summer of the 2011-2012 school years this group of 50 21st Century Classroom Master Teachers are creating an exemplar library of lesson plans along with student work samples and UDL designed materials which will function as a resource for all Idaho teachers.

- *Does the SEA plan to expand access to college-level courses or their prerequisites, dual enrollment courses, or accelerated learning opportunities? If so, will this plan lead to more students having access to courses that prepare them for college and a career?*

Over the past five years, Idaho has significantly expanded the access to advanced opportunities for all students attending Idaho's public high schools.
First, the Idaho State Board of Education and Idaho Legislature approved new graduation requirements in 2007 for the Class of 2013.[11] This was intended to ensure that high school graduates are better prepared for postsecondary education.

Under these new requirements, students must take three years of mathematics, three years of science, and a college entrance examination. School districts and public charter schools must offer high school students at least one advanced opportunity, such as dual credit, Advanced Placement, Tech Prep, or International Baccalaureate.

Second, over the past three years, the State has created the Idaho Education Network (IEN). This is a high-speed, broadband intranet connecting every Idaho public high school with each other and to Idaho's institutions of higher education. The IEN was made possible through a change in Idaho Code and then by leveraging Federal, State, and private funding to invest $40 million into building. (See Idaho Code 67-5745D online at http://legislature.idaho.gov/idstat/Title67/T67CH57SECT67-5745D.htm.)
In addition to providing connectivity, the IEN equipped at least one room in every

[11] Idaho's new high school graduation requirements are available online at http://adm.idaho.gov/adminrules/rules/idapa08/0203.pdf under IDAPA 08.02.03 104, 105, and 106.

high school with video teleconferencing equipment affording all students access to the educational opportunities they need, no matter where they live.

The possibilities of the IEN are endless, and Idaho schools are just beginning to realize the value of this project. Currently, students are using the IEN to go on virtual field trips to places like the Great Barrier Reef or the Holocaust Museum. It is largely being used to take and complete courses not currently offered in a school or district, such as dual credit and Advanced Placement courses. The Idaho State Board of Education has set a goal for students to be taking 180,000 dual credits per year by 2020. Right now, approximately 8,000 students are taking 46,134 dual credit hours statewide. The IEN will help the State meet this goal by making sure every school and district has access to these courses.

In 2011-12, more than 800 students were taking dual credits via the IEN. Eventually, the IEN also will expand to Idaho's elementary and middle schools as well as Idaho's community libraries.

Third, as part of comprehensive education reform laws passed in Idaho during the 2011 Legislative Session, a Dual Credit for Early Completers program was enacted. (For the full text of Idaho Code 33-1626, see http://legislature.idaho.gov/idstat/Title33/T33CH16SECT33-1626.htm.) In this program, students who complete all State high school graduation requirements, except their senior project, not later than the start of the twelfth grade are eligible to enroll in up to thirty-six (36) postsecondary credits of dual credit courses during their twelfth grade year at State expense. The State expects the program to grow in future years as students learn about the program through their schools.

Fourth, Idaho passed a new law to change the State's public school funding formula so funds follow the student through Fractional Average Daily Attendance (ADA). Fractional ADA will first go into effect for 2012-13.

In the past, school districts received full units of funding for students attending their schools, even if students only attended part of the day.

Through Fractional ADA, the State will divide school-day funding into segments to ensure the funds follow a student if he or she chooses to supplement their traditional education at a high school with online courses, dual credit courses, or other options such as professional-technical courses at a neighboring school district. Thus, Idaho's college and universities, other school districts, and online courses providers become eligible for a fraction of ADA funding for students participating in their courses during the school day. This will allow more students to take college-level courses, AP courses, or other courses not offered at their high school.

Finally, in the State's new accountability system, Idaho will hold public high schools accountable for the number of students who enroll in and successfully complete advanced courses, such as dual credit, Advanced Placement, Tech Prep, or

International Baccalaureate.

Under this new system, Idaho high schools will earn more points toward becoming a Five-Star School if more students enroll in and successfully complete an advanced opportunity course[12].

ISDE decided to make this a component of the new accountability system to encourage more school districts and high schools to offer advanced opportunities.

- *Does the SEA intend to work with the State's IHEs and other teacher and principal preparation programs to better prepare—*
    - *incoming teachers to teach all students, including English Learners, students with disabilities, and low-achieving students, to the new college- and career-ready standards; and*
    - *incoming principals to provide strong, supportive instructional leadership on teaching to the new standards?*

If so, will the implementation of the plan likely improve the preparation of incoming teachers and principals?

ISDE has worked with the Idaho State Board of Education ("State Board") and Idaho's institutions of higher education (IHEs) to improve the preparation programs for classroom teachers and principals to ensure they have the skills and knowledge necessary to prepare all students to meet college- and career-ready standards.

ISDE and State Board staff first worked to align teacher preparation programs to the Common Core State Standards in 2011.

In August 2011, ISDE presented a proposed change in Idaho Administrative Rule to the State Board. The rule was adopted by the Board on November 3, 2011. It was approved by the House and Senate Education Committees of the Idaho Legislature in January 2012 to become effective.

The ISDE is working with institutions of higher education and other teacher preparation programs to explain the changes in the teacher preparation program approval process and how they can best meet these new requirements. (For more on IDAPA 08.02.02.100, see http://adm.idaho.gov/adminrules/rules/idapa08/0202.pdf.)

[12] In Idaho Administrative Rule, advanced opportunity courses are defined as dual credit, Advanced Placement, Tech Prep, or International Baccalaureate courses. See *IDAPA 08.02.03.106*.

Under the rule change, the ISDE would redesign the approval process for teacher preparation programs to ensure Colleges of Education and other preparation programs are producing candidates who have the skills and knowledge necessary to effectively teach the Common Core State Standards to all students, including English language learners, students with disabilities and low-achieving students.

The rule change provides the State Board more oversight of the teacher preparation approval process through focused reviews of preparation programs aligned to State-specific, core teaching requirements. Teacher preparation programs must demonstrate they are meeting these goals no later than 2014-15 in order to receive approval.

The State will measure the effectiveness of teacher preparation programs in two ways. First, focused reviews will be conducted in person. Once the rule change is effective, the State reviews of the preparation programs will be conducted every third year to specifically monitor candidate performance data in the following areas:

- Integration of appropriate educational technology into lesson plans and curriculum.

- Evidence of candidate knowledge and skill related to Common Core State Standards in mathematics instruction. ISDE is in the early stages of developing the framework for this evaluation, but it will include the components of the Mathematical Thinking for Instruction course for elementary school teachers, application of statistics for secondary school teachers and pre-service standards aligned to the Common Core State Standards. ISDE currently is working with groups of teachers, school administrators, and higher education faculty to develop the pre-service standards aligned to the Common Core.

- The State is using Total Instructional Alignment (TIA); another recognized professional development strategy. TIA work already has begun in Idaho and will continue in 2012 with the assistance of ISDE staff.

- Evidence of candidate knowledge and skill related to Common Core State Standards in English language arts instruction. ISDE is in the early stages of developing the framework for this evaluation, but it will include pre-service standards aligned to the Common Core State Standards as well as competencies specifically addressing the needs of English language learners and students with disabilities.

- The ISDE currently is working with groups of teachers, school administrators, and higher education faculty to develop the pre-service standards aligned to the Common Core. The State is also using the TIA methodology for this work; work already begun and which will continue in 2012 with the assistance of ISDE staff.

- Evidence of growth through clinical practice culminating in a professional development plan for the beginning teacher. Supervision of clinical practice will be aligned with the Idaho Statewide Framework for Teacher Performance Evaluations, based on the Charlotte Danielson Framework for Teaching.

  Through this alignment, the State will support a continuum of growth beginning in pre-service and provide a consistent construct for supporting teachers in their development towards becoming highly effective practitioners.

Second, the State will measure the effectiveness of teacher preparation programs through the use of longitudinal data. With the Statewide longitudinal data system, Idaho can connect candidates back to the teacher preparation programs they attended. Idaho first implemented its statewide longitudinal data system in 2010-11. Thus, the first data on teacher preparation programs are expected to become available at the end of 2011-12.

This data element will be one of the multiple measures used to evaluate the success of Idaho's Colleges of Education and other teacher preparation programs. Idaho has also participated in Stanford's Teacher Performance Assessment Consortium (TPAC) and will continue to participate with a focus on assessing the performance of ABCTE (American Board for Certification of Teacher Excellence) candidates.

Idaho already has made significant progress in aligning the standards in the Colleges of Education and other teacher preparation programs to the Common Core State Standards through the statewide Idaho Math Initiative. The Idaho Math Initiative has been described above in considerable detail.

The ISDE and State Board now are beginning to address necessary changes to administrator preparation programs that will make sure all principals recognize their roles as instructional leaders who have the skills and knowledge necessary to prepare all students to meet college- and career-ready standards.

Currently, under Idaho Code and Idaho Administrative Rule, the State does not have authority over principal preparation programs. These are the steps the State is taking to address administrator preparation programs.

First, the ISDE has brought together stakeholders from across Idaho to develop a statewide framework for administrator evaluations. The ISDE conducted similar work

in 2008 to create a Statewide Framework for Teacher Performance Evaluations based on the Charlotte Danielson Framework for Teaching. Under Idaho Code, Idaho's certificated staff, including administrators, must be evaluated at least annually; however, neither Code nor Administrative Rule sets standards upon which administrators will be evaluated. Therefore, evaluations vary from district to district and school to school.

In December 2011, the ISDE convened a steering committee and a larger stakeholder group to craft the framework for administrator evaluations in Idaho. The steering committee meets monthly to plan future meetings for the larger stakeholder group, evaluate past meetings from the stakeholder group and make sure the work of the stakeholder group is keeping consistent with State and Federal requirements as well as research. The stakeholder group meets monthly to work on creating the framework for administrator evaluations.

The working group is made up of the following participants: Rob Winslow, Executive Director of the Idaho Association of School Administrators; Karen Echeverria, Executive Director of the Idaho School Boards Association; Robin Nettinga, Executive Director of the Idaho Education Association; Christina Linder, Director of Certification and Professional Standards at the ISDE; Steve Underwood, Director of the Statewide System of Support at the ISDE; Becky Martin, Coordinator of Teacher Quality at the ISDE; and Rob Sauer, Deputy Superintendent of Great Teachers and Leaders Division at the ISDE.

The stakeholder group is made up of the following participants:

- Wiley Dobbs, superintendent in Twin Falls School District
- Geoff Standards, principal in Meridian School District
- Shalene French, principal in Idaho Falls School District
- Alicia Holthaus, principal in Grangeville
- Anne Stafford, teacher in Boise School District
- Nancy Larsen, teacher at Coeur d'Alene Charter Academy
- Chuck Wegner, curriculum director in Pocatello School District
- Marni Wattam, special education director in Post Falls School District
- Penni Cyr, Idaho Education Association President
- Dave Anderson, school board trustee in Oneida School District
- Mike Vuittonet, school board trustee in Meridian School District
- Cathy Canfield-Davis, higher education representative in Moscow
- Kathleen Budget, higher education representative in Boise
- Laurie Boeckel, Idaho PTA representative
- Selena Grace, Office of the State Board of Education
- Roger Brown, Office of the Governor
- Senator John Goedde, Idaho Legislature
- Senator James Hammond, Idaho Legislature
- Senator Steve Bair, Idaho Legislature

While there is consensus among stakeholders that instructional leadership will be a primary component in the State's evaluation system, corollary performance measures have yet to be determined. The group plans on concluding its work by the end of May 2012.

At the completion of the ISDE's work to develop a statewide framework for administrator evaluations, the State will propose redesigning the principal preparation program approval processes to ensure these programs align with statewide standards and measures. This timeline and process is fully described in Section 3 of this application.

- *Does the SEA plan to evaluate its current assessments and increase the rigor of those assessments and their alignment with the State's college- and career-ready standards, in order to better prepare students and teachers for the new assessments through one or more of the following strategies:*

  - *Raising the State's academic achievement standards on its current assessments to ensure that they reflect a level of postsecondary readiness, or are being increased over time to that level of rigor? (E.g., the SEA might compare current achievement standards to a measure of postsecondary readiness by back-mapping from college entrance requirements or remediation rates, analyzing the relationship between proficient scores on the State assessments and the ACT or SAT scores accepted by most of the State's 4-year public IHEs, or conducting NAEP mapping studies.)*

  - *Augmenting or revising current State assessments by adding questions, removing questions, or varying formats in order to better align those assessments with the State's college- and career-ready standards?*

  - *Implementing another strategy to increase the rigor of current assessments, such as using the "advanced" performance level on State assessments instead of the "proficient" performance level as the goal for individual student performance or using college-preparatory assessments or other advanced tests on which IHEs grant course credits to entering college students to determine whether students are prepared for postsecondary success?*

If so, is this activity likely to result in an increase in the rigor of the State's current assessments and their alignment with college- and career-ready standards?

Idaho will focus all of its resources and efforts on moving to the next generation of assessments and building capacity at the local level to implement these new assessments.

The next generation of assessment includes, but is not limited to, Idaho's involvement in the Smarter Balanced Assessment Consortium (SBAC). Idaho will pilot the SBAC assessments in the 2013-2014 school year and fully implement these assessments in the 2014-2015 school year. In addition to its work with SBAC, Idaho is developing a statewide item bank from which school districts and public charter schools can develop quality assessments at the local level that are aligned to the Common Core State Standards.

In November 2010, ISDE worked with more than 50 mathematics and science teachers to create end-of-course assessments in six courses: biology, earth science, physical science, pre-algebra, algebra I, and geometry. Because of this work, each subject area now has roughly 350 items in it and one complete form of each assessment. These tools now are available to all school districts and public charter schools to be used as end-of-course tests or as benchmark or interim tests throughout the school year.

Since the State received a grant from the J.A. and Kathryn Albertson Foundation to deploy an instructional management system across Idaho, the SDE also will begin loading these assessment items into the Schoolnet system (described in detail previously in this section).

The grant funding from the Albertson Foundation also is allowing ISDE to create a bank of assessment items constructed of items from other States and Idaho school districts, all of which are first aligned to the Common Core State Standards. Through the timeline below, numerous Idaho teachers will be invited to item alignment workshops to conduct the alignment and learn how to effectively use formative practices and interim assessments aligned to the Common Core State Standards. The alignment activity also will serve as an outreach and professional development opportunity as it will significantly increase teacher understanding and awareness of the Common Core.

Table 3
Timeline of Idaho Interim Assessment Item Bank

By October 30, 2011	2,500 items loaded and available to create tests	2,500 items	Science and Math end-of-course assessments (EOCs)- Currently available in Schoolnet are: Pre-Algebra, Algebra, Geometry (1,402 items); and Earth Science, Physical Science, and Biology (1,124 items.)
By January 16, 2012	3,000 items loaded and available to create tests	2,000 state items 1,000 district items	Primarily Math Gr. 3-8 with some ELA and Science. Primarily upper level Math & Language Arts/ English as well as some Science.
By February 20, 2012	2,000 additional items	1,200 state items 800 district items	Same priorities as above with further expansion into science.
By March 19, 2012	2,500 additional items	1,500 state items 1,000 district items	Same priorities as above with expansion into Social Studies.
By June 2012	5,000 additional items	5,000 state items	The ISDE will continue to add state released items until there is a sufficient number in grades 3-12. The SDE will also look into adding items for K-2.

Idaho has consulted with the Technical Advisory Committee in possible ways to gain more information on students' performance on the Common Core State Standards by utilizing the current ISAT. One potential, still in discussion, is the possibility of coding current items, if applicable, to the Common Core State Standards and giving a holistic Common Core score to for students in addition to the current reported score. Idaho is still investigating the possibilities with the TAC.

- *Does the SEA propose other activities in its transition plan? If so, is it likely that these activities will support the transition to and implementation of the State's college- and career-ready standards?*

All plans are outlined in the previous sections.

1.C DEVELOP AND ADMINISTER ANNUAL, STATEWIDE, ALIGNED, HIGH-QUALITY ASSESSMENTS THAT MEASURE STUDENT GROWTH

1.C Did the SEA develop, or does it have a plan to develop, annual, statewide, high-quality assessments, and corresponding academic achievement standards, that measure student growth and are aligned with the State's college- and career-ready standards in reading/language arts and mathematics, in at least grades 3-8 and at least once in high school, that will be piloted no later than the 2013–2014 school year and planned for administration in all LEAs no later than the 2014–2015 school year, as demonstrated through one of the three options below? Does the plan include setting academic achievement standards?

Option A:
If the SEA is participating in one of the two State consortia that received a grant under the Race to the Top Assessment (RTTA) competition, did the SEA attach the Memorandum of Understanding (MOU) submitted under that competition? (Attachment 6)

Idaho is a governing state in the Smarter Balanced Assessment Consortium. See Attachment 6 - Smarter Balanced Assessment Consortium for the Memorandum of Understanding

PRINCIPLE 1 OVERALL REVIEW

Is the SEA's plan for transitioning to and implementing college-and career-ready standards, and developing and administering annual, statewide, aligned high-quality assessments that measure student growth, comprehensive, coherent, and likely to increase the quality of instruction for students and improve student achievement? If not, what aspects are not addressed or need to be improved upon?

The Idaho State Department of Education (ISDE) has built a strong plan to transition to and implement college- and career-ready standards that is sound, comprehensive, and attainable within the timelines established in the above narrative. The State has demonstrated extensive plans to strengthen professional development for current classroom teachers and principals and to align teacher and principal preparation programs with Common Core Standards. ISDE also is working with the State Board to ensure the State measures the effectiveness of teacher and principal preparation programs every year and holds these programs accountable for their outcomes.

The State is making significant progress to improve its already rigorous annual statewide assessments as it transitions to Common Core State Standards. Idaho is adding additional measures of student achievement, such as interim assessments, which classroom teachers and building principals can use throughout the school year to guide instruction and raise achievement

for all students, including students with disabilities, English language learners and low-achieving students.

Through these efforts, Idaho is creating a consistent, comprehensive, and sustainable infrastructure that promotes quality instruction in every classroom while offering effective support to all students as they progress toward mastery of college- and career-ready standards.

PRINCIPLE 2: STATE-DEVELOPED DIFFERENTIATED RECOGNITION, ACCOUNTABILITY, AND SUPPORT

PRINCIPLE 2: INTRODUCTION

ESEA Flexibility permits Idaho to build on its successes. Like others, Idaho saw increasing numbers of schools identified for improvement. This reversed beginning in 2008 and through 2011 (declining from 46%, to 40%, to 31% and 31% in each respective year), despite increasing benchmarks. Meanwhile, student achievement increased statewide from 2007 to 2011. The median combined percent of school-level student proficiency on the state test for Reading and Math increased 4.9 points for all students (to 84.7%) and 7.8 points among the economically disadvantaged (to 79.2%). Gains steadily rose each year, which is encouraging since Idaho's 4th and 8th grade NAEP scores in these areas are equal to or statistically higher than the national average. Idaho attributes this success largely to changes in its Statewide System of Support. However, this success is not yet enough. There have been modest gains among English learners and students with disabilities. With the Common Core State Standards, achievement for all students must be raised even higher still. Therefore, Idaho will continue with a single accountability system for all schools, regardless of Title I status, using a Five-Star scale to annually evaluate and recognize school performance. The system of differentiated recognition, accountability, and support will enable the State to diagnose and more adequately meet the needs that exist in its schools and districts.

Schools and districts will be evaluated based on four metrics: absolute performance (percent of students who are proficient), student academic growth to standard for all students, academic growth to standard for equity groups, and postsecondary and career readiness. These metrics are incorporated in a compensatory framework in which schools and districts accumulate points in subdomains along a continuum of performance. Points accumulated will result in annual determinations based on a Five-Star scale. The State's goal is to get all of its schools and districts into the highest two categories: Four and Five Stars. These are reserved for schools and districts that effectively meet the needs of all students across the various metrics of performance.

The One, Two, and Three Star categories will be used to identify schools and districts for differentiated levels of accountability and support. Support mechanisms for all schools and districts focus with the greatest intensity on the lowest-performing systems. The Statewide System of Support's processes and programs strategically determine what the lowest-performing schools and districts need, match resources and supports to those needs, and work to build the capacity of the district in order to improve the outcomes of its schools.

2.A DEVELOP AND IMPLEMENT A STATE-BASED SYSTEM OF DIFFERENTIATED RECOGNITION, ACCOUNTABILITY, AND SUPPORT

2.A.i Provide a description of the SEA's differentiated recognition, accountability, and support system that includes all the components listed in Principle 2, the SEA's plan for implementation of the differentiated recognition, accountability, and support system no later than the 2012–2013 school year, and an explanation of how the SEA's differentiated recognition, accountability, and support system is designed to improve student achievement and school performance, close achievement gaps, and increase the quality of instruction for students.

2.A.i.a. Did the SEA propose a differentiated recognition, accountability, and support system, and a high-quality plan to implement this system no later than 2012 school year, that is likely to improve student achievement and school performance, close achievement gaps, and increase the quality of instruction of students?

a. *Does the SEA's accountability system provide differentiated recognition, accountability, and support for all LEAs in the State and for all Title I schools in those LEAs based on (1) student achievement in reading/language arts and mathematics, and other subjects at the State's discretion, for all students and all subgroups of students identified in ESEA section 1111(b)(2)(C)(v)(II); (2) graduation rates for all students and subgroups; and (3) school performance over time, including the performance and progress of all subgroups?*

Idaho's single accountability system is one that has a foundation in rewarding schools and districts for not only excellent performance but also strong growth and measures that indicate preparation for postsecondary and career readiness. Idaho's focus on building local capacity to improve achievement over the course of ESEA, has illustrated that schools can make significant progress and yet are still considered failing under a restrictive definition. Safe harbor calculations do not go far enough to illustrate the kind of growth achieved by many of these schools.

An achievement-only based system provides a disincentive for focus on seemingly unachievable goals for many students and subgroups with low achievement. Conversely, the growth measures to achievement included in Idaho's system provide a stronger focus on the possibilities for subgroups and, in turn, serve as an incentive for schools to focus on increasing subgroup performance. Idaho's plan not only addresses achievement gaps among subgroups, but also for students who may not be members of any one of the designated groups who are low achieving. Through calculations to address growth to proficiency (see Adequate Student Growth Percentile description), students who are not making growth sufficient to get to proficiency within three years or by 10th grade, whichever comes first, are identified and schools are rated accordingly.

Idaho's Accountability System includes four measures and plus the rate of participation in State assessments. The four measures are outlined in Table 4~~Table 4Table 4~~.

1. Reading, mathematics, and language usage achievement (proficiency) designations for all students;
2. Graduation rates for all students[13]
3. Growth and growth toward proficiency for all students and subgroups over time: and
4. For schools with grade 12, increasing advanced opportunities and ensuring college-readiness through college entrance and placement exams.

The details that follow are organized into two main sections. First, a full description of the measures, standards, and accountability system are outlined in *Differentiated Recognition and Accountability*. Second, the *Rewards and Sanctions* section articulates the core support components to provide differentiated support systems and details the rewards, recognition, and required improvement actions.

PART I: DIFFERENTIATED RECOGNITION AND ACCOUNTABILITY

Idaho's accountability metric is based on a Five-Star rating system. Idaho chose to use the star system for several reasons. First, the State believes it is important to provide easily understood information to parents and constituents about the performance of the schools and district in their community. A star rating system has been used in numerous venues with broad understanding across constituencies. Second, a system, like grading, that has become too widely associated with percentages would confine Idaho in setting its specific goals for the targets a high-achieving school and district must meet (i.e. a Five-Star school is not one that meets 90 percent of the benchmarks; the typical cut point for an A). Third, Idaho wanted a system that rewards schools and districts and creates an incentive for improvement. With a star rating system, schools deemed to be a Three-Star school can demonstrate the achievement and growth areas of exceptional performance but also focus on what it takes to reach a Four-Star and Five-Star rating without the stigma of being labeled failing overall.

Idaho has built a single system that seamlessly identifies Priority and Focus Schools as One- and Two-Star schools, respectively. The rationale and explanation of how this single identification protocol works is detailed in Sections 2D and 2E.

[13] Idaho was granted a waiver due to late implementation of its longitudinal data system. The 4-year, cohort-based graduation rate will be fully implemented by 2013-14. At that time, Idaho will also be able to report subgroup graduation rates. See Attachment 13

Table 4
Idaho Accountability Measures

Idaho's Accountability Measures					
	Achievement	**Growth to Achievement**	**Growth to Achievement Subgroups**	**Post-secondary and Career Readiness**	**Participation**
Points/Weight ***Schools with Grade 12*** ***All other Schools***	20 points 25 points	30 points 50 points	20 points 25 points	30 points N/A	Star Rating Change
Measure	**Idaho Standards Achievement Tests (ISAT)** **Idaho Standards Achievement Tests- Alternate (ISAT-Alt)** • Reading (33.3%) • Language Usage (33.3%) • Mathematics (33.3%)	**Idaho Growth Model** • Reading (33.3%) • Language Usage (33.3%) • Mathematics (33.3%)	**Idaho Growth Model** • Reading (33.3%) • Language Usage (33.3%) • Mathematics (33.3%)	**Graduation Rates** (50%) **College Entrance/Placement Exams** (25%) **Advanced Opportunities** (25%)	**Participation rate** (100%)

Idaho's Accountability Measures					
	Achievement	**Growth to Achievement**	**Growth to Achievement Subgroups**	**Post-secondary and Career Readiness**	**Participation**
Standard	% of students proficient and advanced	**Median Student Growth Percentile (SGP)** Normative growth relative to like peers **Adequate Student Growth Percentile (AGP)** Criterion referenced growth relative to proficiency target.	**Disaggregated subgroups:** • **Free/Reduced Lunch Eligible** • **Minority Students** • **Students with Disabilities** • **Limited English Proficient Students** **Median Student Growth Percentile (SGP)** Normative growth relative to like peers **Adequate Student Growth Percentile (AGP)** Criterion referenced growth relative to proficiency target	**Graduation rate** **College Entrance / Placement** % of students reaching the college readiness score on SAT, ACT, ACCUPLACER or COMPASS **Advanced Opportunities** % of total eligible students (juniors and seniors) completing at least one AP, IB, dual credit or Tech Prep course. % of student completers reaching receiving a C or better in an AP, IB, dual credit or Tech Prep course	**Participation Rate** Schools and Districts must test 95% of all students and all subgroups in each subject on the ISAT and ISAT-Alt. Participation rates less than 95% will result in a decrease to at least a Three Star or by one star the overall school or district rating.

ACHIEVEMENT

The achievement metric measures school and district performance toward the academic standards assessed on the Idaho Standards Achievement Tests (ISAT) and alternate (ISAT-Alt) in reading, language usage, and mathematics. The determination is based on the percentage of students at the proficient or advanced category. Points are given on a scale indicating higher points for a performance at proficient or advanced.

Table 5~~Table 5Table 5~~ is the point distribution for the achievement categories:

Table 5
Achievement Points Eligible

Percent Proficient and Advanced	Points Eligible
95% - 100%	5
84% - 94%	4
65% - 83%	3
41% - 64%	2
≤ 40%	1

Idaho will report for each school and district the points earned for the achievement metric as in Table 6~~Table 6Table 6~~. Each school and district will earn points based on the proficiency percentages for reading, language usage, and mathematics.

Table 6
Achievement Point Distributions

Achievement	Points Earned	Points Eligible	N	% Proficient	% Advanced	Total %
Reading		5				
Language Usage		5				
Mathematics		5				
Total		15				
Percentage of Points	Total/15=X%					
Total Points Awarded	X * 20 (Schools with Grade 12) X * 25 (All other Schools)					

The percentage of points awarded will be scaled for the total points for schools to the appropriate weighting. For example, an elementary school that receives 13/15 points will have received 86.7% of the points and will be given 22 of the 25 total points for this metric. A high school that receives the same 13/15 points will be given 17 out a total of 20 points.

GROWTH TO ACHIEVEMENT AND GROWTH TO ACHIEVEMENT SUBGROUPS

Idaho's growth measure uses the Student Growth Percentiles (SGP; also known as the Colorado Growth Model) to create both a normative measure of growth and a criterion-based measure. This combination is an important distinction in that growth alone is an insufficient measure. Growth must become proficiency or the measure of growth provides no better measure than proficiency alone. The first measure, normative growth, provides a median growth percentile for each subject area in each school. The normative growth measure calculates a growth percentile based on comparing like students or in other words, students who have scored in the same score range on the ISAT in the previous year.

Then, considering where a student scores in the current year, he or she is given a growth percentile. The Median Student Growth Percentile (SGP) is then assigned for each subject area and to an overall median percentile for each school and district.

However, a normative measure is not sufficient without a criterion to ensure each student will eventually reach proficiency. The second measure, the criterion growth measure or Adequate Student Growth Percentile (AGP), is a further calculation for each student. The AGP calculates the required percentile of growth needed for a student to reach or maintain proficient or advanced within three years or by 10th grade, whichever comes first. These measures are calculated for students in each subject area (reading, language usage and mathematics). The Growth to Achievement and Growth to Achievement Subgroups indicators use two different scoring matrices depending on whether or not the median growth percentile of the school or subgroup meets or exceeds the adequate growth needed for that school or subgroup. Growth to Achievement and Growth to Achievement Subgroups are evaluated first based on the criterion of whether or not the growth rate is adequate for the typical or median student in the school/subgroup to reach or maintain a performance level of proficient or advanced within three years or by 10th grade, whichever comes first. Academic growth and academic growth gaps are then evaluated based on a normative comparison to other schools. The three questions below determine the targets for each school and district.

(1) What was my school or district's median student growth percentile (SGP)?
(2) What was my school or district's median adequate growth percentile (AGP), the growth percentile needed for the typical student in my school or district, to reach proficient or advanced within three years or by 10th grade?
(3) Did my school meet adequate growth? If yes, follow the scoring guide for "Yes, met adequate growth." If no, follow the scoring guide for "No, did not meet adequate growth."

Answering these questions results in a selection of a Growth to Achievement and Growth to Achievement Subgroups rating. This is due to the emphasis placed on moving students who are farther behind faster. Table 7~~Table 7Table 7~~ is the scoring guide and point allocation for each subject area for each school and district.

Table 7
Adequate Growth Flowchart

DID THE SCHOOL MEET THE ADEQUATE GROWTH PERCENTILE?
SGP≥AGP?

Yes, met Adequate Growth Percentile (SGP≥AGP)		No, did not meet Adequate Growth Percentile (SGP<AGP)	
Median Student Growth Percentile (SGP)	Points	Median Student Growth Percentile (SGP)	Points
66-99	5	70-99	5
52-65	4	61-69	4
43-51	3	51-60	3
30-42	2	36-50	2
1-29	1	1-35	1

For example:
• What was my school's median growth percentile in elementary math*?* **87**
• What was my school's median adequate growth percentile in elementary math? **83**
• Did my school meet adequate growth in elementary math? **Yes**, my growth was adequate because my median growth percentile (SGP) in elementary math is more than my median adequate growth percentile (AGP) in math. **Using the YES scoring guide**, my growth in elementary math earns me **FIVE points**.

GROWTH TO ACHIEVEMENT

Table 8
Growth to Achievement Distributions

Growth to Achievement	Points Earned	Points Eligible	N	Median Student Growth Percentile (SGP)	Median Student Adequate Growth Percentile (AGP)	Made Adequate Growth?
Reading		5				
Language Usage		5				
Mathematics		5				
Total		15				
Percentage of Points	Total /15 =X%					
Total Points Awarded	X * 30 (Schools with Grade 12) X * 50 (All other Schools)					

The percentage of points awarded will be scaled for the total points for schools to the appropriate weighting. For example, an elementary school that receives 13/15 points will have received 86.7% of the points and will be given 43 of the total points 50 for this metric. A high school that receives the same 13/15 points will be given 26 out a total of 30 points.

GROWTH TO ACHIEVEMENT SUBGROUPS

Growth to Achievement Subgroups are calculated exactly the same as Growth to Achievement (with both the Median Student Growth Percentile and Adequate Student Growth Percentile). For this measure, those calculations are applied to the following subgroups to determine SGP and AGP noted as an "At-Risk Subgroup":

- Free and Reduced Lunch Eligible
- Minority Students
- Students with Disabilities
- Limited English Proficient Students (LEP)

Free and Reduced Lunch (FRL) Eligible – FRL eligibility will still be used to represent the subgroup of students who live in families which are economically disadvantaged. The State is not making any change to the definition of this subgroup.

Racial and Ethnic Equity (Minority Students) – Idaho is not a very racially or ethnically diverse State; approximately 85% of the population is white. However, ISDE is strongly committed to educational equity among racial and ethnic groups. In smaller school districts, the lack of racial and ethnic diversity virtually precludes reporting by race or ethnicity group.

This has been an obstacle to equity in the past. Therefore, the State has changed two aspects of its accountability plan to particularly address the issue of masked ethnicity groups. First, the minimum N count for all metrics has been reduced from N>=34 to N>=25. Second, minority students are classified into one ethnic equity group. While combining across defined student groups is not a guarantee of attaining large enough numbers for reporting (N>=25), it increases the probability of highlighting potential disparities. Minority students are defined as all students who are coded in one of the following race categories: American Indian/Alaskan Native, Asian, Black/African American, Hawaiian/Other Pacific Islander, Hispanic or Latino, and two or more races. While these race and ethnicity categories will be combined for the accountability matrix, they will continue to be reported publicly by each individual classification.

Students with Disabilities – The State is not making any change to the definition of this subgroup. It is comprised of students with an Individual Education Plan (IEP) as defined by the eligibility requirements outlined in the Idaho Special Education Manual.

Limited English Proficiency (LEP) – Students who are defined as Limited English Proficient are determined as such through Idaho's ELL placement test and are served through LEP programs within Idaho districts. Idaho also defines students in the U.S. school system for the first year to be LEP1 students. Currently, these students take the Idaho English Language Assessment (IELA) and, therefore, are exempted from taking the ISAT Reading and ISAT Language Usage tests; however, LEP 1 students must take the ISAT Math. The scores for LEP1 students are not included in the proficiency calculations for schools or districts. Idaho will continue this practice and the definition of LEP students will remain the same

Due to the limited sizes of most subgroups in Idaho, Idaho will deploy the following business rules in the subgroup calculations. Idaho will calculate the Growth to Achievement Subgroups by each of the four listed subgroups (LEP, Students with Disabilities, Free and Reduced Lunch eligible students, Minority Students) into one "At-Risk Subgroup" for each school. The majority of Idaho schools do not have subgroups that meet the N>=25 threshold, so this is how Idaho is ensuring that all students who traditionally have been identified as having gaps in performance, will be accounted for by combining those four groups into one subgroup. Each student, regardless of multiple subgroup designations, shall only be counted once in the total subgroup for purposes of calculating the Growth to Achievement subcategory.

The median growth will be calculated for that total subgroup for each subject area. If a school has no subgroups, even after combining all four of the identified subgroups, the points eligible for the Growth to Achievement Subgroups shall be awarded based on the overall Growth to Achievement of the school.

This methodology uses an approach to ensure students most at risk are identified in some way. Idaho will combine the subgroups to ensure those students' Growth to Achievement is built into the accountability matrix. Under the current system and without this grouping, it is possible and happens frequently for small subgroups of students to only be accounted for in the overall calculations and, therefore, masking their performance or gaps. In the preliminary 2010-2011 calculations, only 40 out of 630 schools met the N>=25 threshold to have subgroup reporting in all subject areas and all four subgroups.

An additional 16 schools had subgroups large enough for at least 10 of the 12 subgroup reporting categories. Conversely, with the "At-Risk" Subgroup definition, 535 out of 630 schools had a subgroup reporting in all three subject areas. This methodology includes all but 95 (15%) of Idaho schools without a subgroup reporting. For those schools without an "At-Risk" Subgroup, Idaho will employ a three-year median calculation to increase the N size and provide greater focus on subgroups. The three-year median methodology will include an additional 62 schools out of the 95 leaving only 33 schools without some kind of subgroup reporting. The three-year median will be deployed beginning with 2011-2012 data (only one year of data), adding a second year of data in 2012-2013 and the third year in 2013-2014. This is a significantly higher threshold and encompasses more attention to at-risk students than the singular group reporting and far more attention than even the Adequate Yearly Progress reporting has ever required.

To ensure focused efforts on the correct students, all ESEA subgroup performance, including all ethnicity and races, will continue to be publicly reported as is currently the practice by Idaho for groups of N>=10. Therefore, in the Idaho Report Card, schools will have public proficiency and growth reporting for all races and ethnicities, free/reduced lunch eligible, students with disabilities, and Limited English Proficient students. This reporting provides transparency and assists in highlighting the greatest needs. This reporting will also be used in building plans for One-, Two- and Three-Star Schools.

Schools will receive a report that utilizes the elements reported in Table 9~~Table 9Table 9~~ for the Star Rating system.

Table 9
Growth to Achievement Subgroups Distribution

Growth to Achievement At-Risk Subgroups	Points Earned	Points Eligible	N	Median Student Growth Percentile (SGP)	Median Student Adequate Growth Percentile (AGP)	Made Adequate Growth?
Reading		**20**				
Language Usage		**20**				
Mathematics		**20**				
Total		**60**				
Percentage of Points	Total/60 = X%					
Total Points Awarded	X * 20 (Schools with Grade 12) X * 25 (All other Schools)					

The percentage of points awarded will be scaled for the total points for schools to the appropriate weighting. For example, a high school that receives 50/60 points will have received 83.3% of the points and will be given 17 of the 20 total points for this metric. An elementary school that receives the same 50/60 points will be given 21 out a total of 25 points.

POSTSECONDARY AND CAREER READINESS

Idaho has created a foundation for rewarding schools and districts that increase the postsecondary and career readiness of their students. In 2007, the Idaho State Board of Education ("State Board") and Idaho Legislature approved an administrative rule (which has the force of law in Idaho) that all 11th grade students must take one of the four college entrance or placement exams (SAT, ACT, ACCUPLACER, or COMPASS) beginning with the graduating class of 2013. In 2011, Idaho signed a contract with the College Board to provide the SAT or ACCUPLACER to all 11th grade students at no cost to them.

Students who would receive a non-reportable score due to the accommodations required by their Individual Education Plan (IEP) are exempt from this rule. However, given that there are a variety of options; counselors are being trained in the best way to include all students without violating an IEP. In April 2012, Idaho administered the first round of SAT and ACCUPLACER exams. Additionally, Idaho passed legislation during the 2011 legislative session wherein the State will pay for dual credit enrollment up to 36 credits for any student who has completed all State graduation requirements prior to their senior year. Dual credit enrollment has been a focus of Idaho for several years. The State Board has set a goal for Idaho students to complete 180,000 dual credits per year. This legislation also provided the funding required to increasing the numbers by giving students greater access to dual credit opportunities. Idaho has provided a number of opportunities, but fundamentally believes that the same foundational skills in mathematics and English language arts are needed for postsecondary and career success.

Within this metric, there are three categories: 50% of the weight for graduation rate and 25% each for College Entrance and Placement Exams and Advanced Opportunities. The first, graduation rate, will be calculated using the NCES formula that is currently used by Idaho and described in the State's approved NCLB accountability workbook. See the formula below.

$$G = c_{st}^{long} = \frac{g_{st}}{g_{st} + d_{st}^{12} + d_{s(t-1)}^{11} + d_{s(t-2)}^{10} + d_{s(t-3)}^{9}}$$

Where

G	=	graduation rate.
c_{st}^{long}	=	four-year completion rate for state *s* at year *t*.
g_{st}	=	number of high school completers at year *t*.
d_{st}^{12}	=	number of grade 12 dropouts at year *t*.
$d_{s(t-1)}^{11}$	=	number of grade 11 dropouts at year *t*-1.
$d_{s(t-2)}^{10}$	=	number of grade 10 dropouts at year *t*-2.
$d_{s(t-3)}^{9}$	=	number of grade 9 dropouts at year *t*-3.

Idaho's graduation rate goal is 90%. As per the agreement with the U.S. Department of Education to implement the cohort-based graduation rate in 2013-14, Idaho will switch to the cohort-based graduation rate and reset the graduation rate goal at that time. The point distribution for graduation rates is as follows:

Table 10
Graduation Rate Eligible Points

Graduation Rates	Points Eligible
90% - 100%	10
81% -89%	8
71% - 80%	6
61% - 70%	4
≤ 60%	2

The second category is College Entrance and Placement Exams. In addition to the reading and mathematics Idaho Standards Achievement Tests (ISAT) and Idaho Standards Achievement Tests-Alternate (ISAT-Alt), Idaho will also include in the metric results from the SAT, ACT, ACCUPLACER, and COMPASS. The State Board passed Idaho Administrative Code requiring all students, beginning with the graduating class of 2012-13, to take one of the four listed college entrance/placement exams by the end of their junior year (IDAPA 08.02.03.105.03).

Idaho established a benchmark score for each eligible College Entrance and Placement Exam that research has shown has the highest probability that the student will be successful in entry-level courses. For example, the College Board has established that a composite score of 1550 on the SAT indicates an increased probability of success (defined as a freshman average grade of B- or higher) in college. During the summer of 2012, the colleges and universities in Idaho convened to agree upon a set cut score for the ACCUPLACER. That score will be used for this measure. The benchmarks for the ACT and COMPASS were set at the national benchmarks determined by ACT research. All four of these benchmarks and subscore benchmarks were adopted by the State Board in June 2012. In addition, based upon the current performance of this higher, more rigorous criteria, the State Board also adopted a three-year point matrix for increased percentage of students achieving these benchmarks.

Table 11
Idaho College Entrance and Placement Exam Benchmark Scores

Compass	Writing Skills	Reading-English	Math-Algebra	ACT	English	Math	SAT	Reading-English	Math	Wri-ting
ESEA Waiver Recommended Benchmarks	77	88	52	21	18	22	1550	500	500	500
COMPASS Benchmark	77	85	52	ACT Bench-mark	18	22	SAT Bench-mark	500	500	500

[1.] Benchmarks are scores that indicate a student has a strong probability of success in college courses. Remediation scores are listed for each institution and are the scores that indicate a student may need to take a remedial, non-credit bearing course.
ACT: Students who meet a Benchmark on the ACT or COMPASS have approximately a 50 percent chance of earning a B or better and approximately a 75 percent chance of earning a C or better in the corresponding college course or courses.
SAT: Students who meet a Benchmark on the SAT, which is a score of 1550 (critical reading, mathematics and writing sections combined -- 500 each section), indicates that a student has a 65 percent likelihood of achieving a B average or higher during the first year of college.

ACCUPLACER PLACEMENT TEST CUT SCORES								
ACCUPLACER	**Arithmetic**		**Elementary Algebra**		**Reading Comprehension**		**WritePlacer**	
	Cut	Scale	Cut	Scale	Cut	Scale	Cut	Scale
ESEA Waiver Recommended Benchmarks	116	1-120	112	1-120	88	1-120	4	1-8
Idaho Institution Standard Setting Cut Scores	116	1-120	112	1-120	88	1-120	4	1-8

Table 11~~Table 11Table 11~~ illustrates those benchmarks. From an initial preview of the 2012 SAT data, about 25% of the students meet the benchmarks in one of two ways: 1) hitting the target for each of the subcategories (500); or 2) receiving a 1550 on the composite. In 2011, 26% of the approximately 10,500 self-selected students who took the ACT hit all four subscores.

Therefore, on the Star Rating point matrix in the first year, all 5 points possible will be awarded to schools that have 25% of their students hit the subscore or the composite benchmark for any of the four eligible tests: ACT, SAT, ACCUPLACER or COMPASS.

The points awarded scale down from there and are included in Table 11~~Table 11Table 11~~. Over the next three years, the percentage of students meeting this benchmark will increase by 10%.

Table 12
College Entrance/Placement Exit Exam Eligible Points

Year 1 - School Year 2012-2013	
Percent of Students Meeting College Entrance or Placement Benchmark*	Points Eligible
25% - 100%	5
20% - 24%	4
15% - 19%	3
10% - 14%	2
< 10%	1

Year 2 - School Year 2013-2014	
Percent of Students Meeting College Entrance or Placement Benchmark*	Points Eligible
35% - 100%	5
30% - 34%	4
25% - 29%	3
20% - 24%	2
<20%	1

Year 3 - School Year 2014-2015	
Percent of Students Meeting College Entrance or Placement Benchmark*	Points Eligible
45% - 100%	5
40% - 44%	4
35% - 39%	3
30% - 34%	2
< 30%	1

* Meeting College Entrance or Placement benchmark can be met in two ways. It can be calculated as the percentage of students: 1) meeting the overall composite score, or 2) meeting all subscore benchmarks.

The third metric is Advanced Opportunities which includes both the percent of students who completed and the percent who earn a grade of C or better on an Advanced Placement (AP), International Baccalaureate (IB), dual credit, or tech prep course. Eligible students in this category are all public school juniors and seniors. The first measure considers the total number of students eligible for such courses (as defined in IDAPA 08.02.03. 106.02) to be all juniors and seniors and the percent of the eligible students who took one or more courses. The second measure is a cumulative percentage of the number of courses taken by any eligible students who completed a course. If a student takes multiple courses, the higher of the two course grades will be calculated into the matrix.

Table 13
Advanced Opportunities Eligible Points

Advanced Opportunity Eligible Points	Percent Completing an Advanced Opportunity Course with C or better				
Percent Completing Advanced Opportunity	90%-100%	75%-89%	60%-74%	40%-59%	≤ 39%
50% - 100%	5	5	3	2	1
25% - 49%	5	4	3	2	1
16% - 24%	4	4	3	2	1
6% - 15%	3	2	2	1	1
≤ 5%	1	1	1	1	1

Table 14
Overall Points for Postsecondary and Career Readiness Measures

Postsecondary and Career Readiness	Points Earned	Points Eligible	Total %
Graduation Rate (50%)		10	
College Entrance/Placement Exams (25%)		5	
Advanced Opportunities (25%)		5	
Total		20	
Percentage of Points on Weighted Total	Total/20 =X%		
Total Points Awarded	X * 30 (Schools with Grade 12) N/A (All other Schools)		

The percentage of points awarded will be scaled for the total points for schools with a grade 12 to the appropriate weighting. For example, a high school that receives 8 points for graduation rate, 4 points for College Entrance/Placement Exams and 4 points for Advanced Opportunities with have earned weighted points of 8, 4 and 4, respectively for a total of 16/20 points. Based on the 16/20 points, the school will have received 80% of the points and will be given 24 of the 30 total points for this metric. Schools with no grade 12 will not be rated on this metric. The distribution of the points for schools without grade 12 is more heavily weighted in the first three metrics.

PARTICIPATION

All schools and districts must have at least a 95% participation rate in the State assessments for all of their students, including all subgroups, or the star rating for the school or district will be dropped to a maximum of a Three-Star rating or by one star. For example, if a school is rated a Five-Star School, but does not meet the 95% participation rate for any overall or subgroup, the school will be dropped to a Three-Star Rating.

Idaho will continue to employ the following participation rules as included in the current Accountability Workbook:

"The ninety-five percent (95%) determination is made by dividing the number of students assessed on the spring ISAT by the number of students reported on the class roster file uploaded into the Idaho System for Education Excellence (ISEE), the K-12 longitudinal data system.
1) If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate will be calculated by a three (3) year average of participation.
2) Students who are absent for the entire state-approved testing window because of a significant medical emergency are exempt from taking the ISAT if such circumstances prohibit them from participating. For groups of ten (10) or more students, absences for the state assessment may not exceed five percent (5%) of the current enrollment or two (2) students, whichever is greater. Groups of less than ten (10) students will not have a participation determination."

In 2004, Idaho added to Board Rule the provision to use an average of the most recent three years to determine whether an LEA meets or exceeds the 95% requirement. IDAPA 08.02.03, Rules Governing Thoroughness, in section 03(b)1 states: "If a school district does not meet the ninety-five percent (95%) participation target for the current year, the participation rate can be calculated by the most recent two (2) year or the most recent (3) year average of participation."

STAR RATING

All the above measures are rolled into a cumulative measure that results in a star rating of one to five. Table 15~~Table 15Table 15~~ illustrates how the star rating system is operationalized with all four of the measures.

The star rating system follows the total number of points. Districts default to the schools with Grade 12 metric unless the district does not include Grade 12.

Table 15
Star Rating Point Range

Star Rating	Total Point Range
*****	83-100
****	67-82
***	54-66
**	40-53
*	≤39

Table 16
Example Overall Rating Chart for a School with Grade 12

Accountability Measures	Points Achieved	Points Eligible	Star Rating
Achievement	10	20	
Growth to Achievement	20	30	
Growth to Achievement Gaps	10	20	
Postsecondary and Career Readiness	25	30	
TOTAL	65	100	***
Participation Rates	Were at least 95% of students tested?	Yes	***
STAR RATING	Three Star		

Table 17
Example Overall Rating Chart for a School without Grade 12

Accountability Measures	Points Achieved	Points Eligible	Star Rating
Achievement	20	25	
Growth to Achievement	40	50	
Growth to Achievement Gaps	20	25	
TOTAL	80	100	****
Participation Rates	Were at least 95% of students tested?	No, star rating drops 1	***
STAR RATING	Three Star		

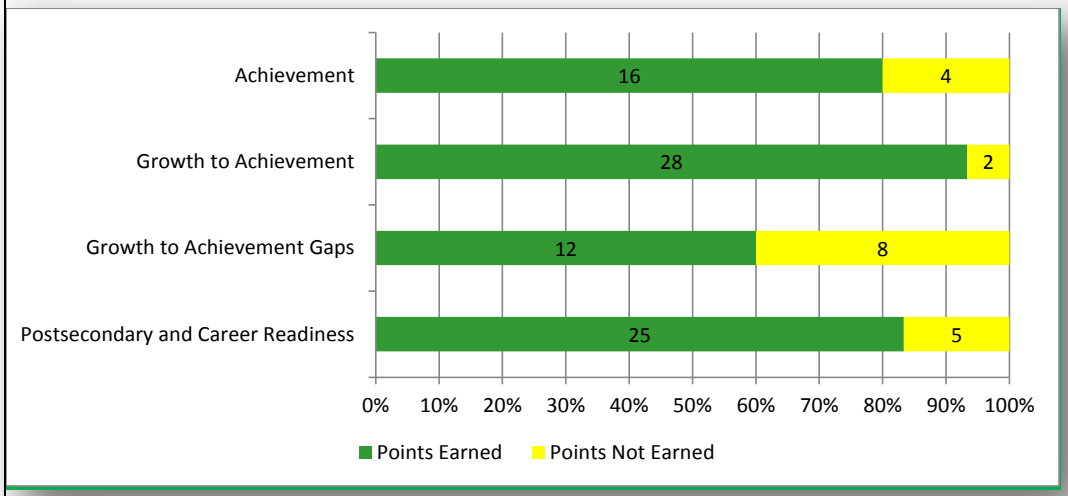
ACCOUNTABILITY REPORT CARD

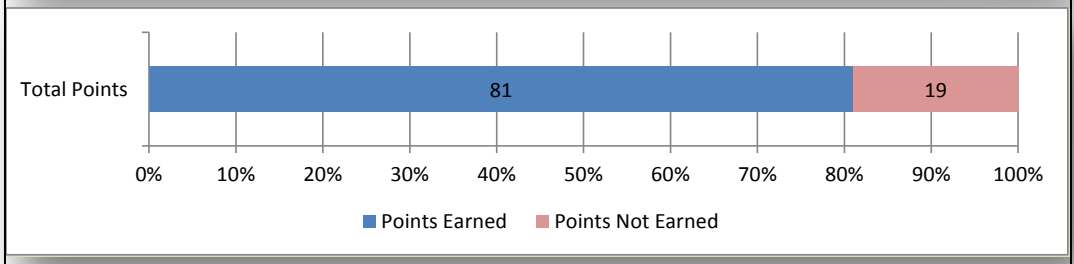
The State has historically made accountability results known at the school and district level on its website in the form of a Report Card house at ~~http://devapps.sde.idaho.gov/reportcard~~ http://www.sde.idaho.gov/site/reportCard/. ISDE will continue this practice. The report card has included tabs that highlight Adequate Yearly Progress (AYP), general assessment results, teacher quality, and graduation rates. The Report Card will maintain this basic structure. However, the AYP tab will be replaced for each school and district with a report that displays the following data elements and information as shown in Table 18~~Table 18Table 18~~.
The Report Card for a school includes the following tabs: Assessments, Annual Measureable Objective (AMO)'s, Annual Achievement Gaps (AAG), Star Rating, School Improvement and Teacher Quality. While the State Report Card also includes: Graduation Rate and National Assessment of Education Progress (NAEP) data.

Table 18
Example School Report Card

Annual Report Card (2012-2013):

Lincoln High School
Generic School District #999





2012-2013 School Year Star Rating:

The use of this Report Card format will facilitate broader stakeholder understanding of the data metrics behind the school's overall Star Rating. Stakeholders will be able to explore the data more deeply by visiting the other tabs that detail the underlying data, such as assessment results broken out by grade level.

PART II: REWARDS AND SANCTIONS

The primary elements of Idaho's differentiated system of recognition, accountability, and support are:

1. Differentiated levels of rewards, sanctions, and consequences;
2. The WISE Tool Improvement Planning process;
3. Diagnostic reviews to assess local capacity, and
4. A Statewide System of Support that utilizes tiered levels of intensity and state intervention.

This section first provides a table for an overview of the rewards and sanctions at both the district and school level.

Table 19~~Table 19Table 19~~ and Table 20~~Table 20Table 20~~ explains each of the elements of the system (Recognition and Rewards, WISE Tool planning, Statewide System of Support, Family and Student Support Options, Professional Development Set Aside, and State Funding Alignment).

The ESEA website is a central location for Idaho's ESEA Waiver resource information. The site is open to the public and houses links for: ESEA Waiver updates, quick guides, presentations, and contact resources. (http://www.sde.idaho.gov/site/esea/).

The ESEA Prezi Presentation offers a detailed explanation of what Idaho's new accountability plan could look like, how it would work, and what the new system could potentially offer. The presentation offers an example of how two very different schools were able to achieve the same star rating through different paths. This presentation is on the ESEA website available to everyone as a PDF document.
(www.sde.idaho.gov/site/postLeg/2012Tour/Idaho%20Accountability%20Plan%20Presentation/Idaho%27s%20New%20Accountability%20Plan%20Presentation%20Prezi%20PDF.pdf)

Two quick guides were developed to help interpret the star rating system. The first, "Quick Guide for Idaho's Accountability Measures Star Rating System," was designed to help administrators, educators, and district test coordinators log on to the new star rating system and understand what they were seeing. The second guide, "Interpreting the Star Rating System," still provides an explanation of how to interpret the rating, but it leaves out the login information so that it can be given to parents.
(www.sde.idaho.gov/site/postLeg/2012Tour/Idaho%20Accountability%20Plan%20Presentation/Interpreting%20the%20Star%20Rating%20System.pdf)

The "Growth Percentile Flow Chart" was created to offer a visual mapping tool to explain the process of how SGP and AGP are determined. This tool offers anyone the ability to follow the process with limited knowledge and come to a basic understanding of the growth percentile calculation process.
(www.sde.idaho.gov/site/postLeg/2012Tour/Idaho%20Accountability%20Plan%20Presentation/Individual%20SGP%20and%20AGP%20Calculation%20Process%20Flow.pdf)

The "How to Read Quick Guide for the Student Growth Report" was created to explain how to interpret the student growth reports that are posted on Schoolnet. These reports utilize the student's ISAT extender scores to generate a detailed picture of the student's abilities. The student can then be tracked from year to year, showing the teacher/parent areas of strength and areas of concern.
(www.sde.idaho.gov/site/postLeg/2012Tour/Idaho%20Accountability%20Plan%20Presentation/How%20to%20Read%20Student%20Growth%20Report%20-%2003%2030%2012.pdf)

Idaho will create a Parent Video that will explain our Student Growth Model using media that is familiar and comfortable to the general public. Idaho will develop a video that is similar to Colorado's Growth Model video. This video will use audio and visual content to explain to parents how SGP/AGP works and why we use it.
(www.schoolview.org/ColoradoGrowthModel2.asp)

We will create a parent brochure that is similar to the ISAT Parent Brochure. It will include a step by step overview including: what is Star Rating, how to interpret the ratings, and why do we have a rating system.
(www.sde.idaho.gov/site/assessment/ISAT/docs/testAdmin/2012_ISAT%20Parent%20Brochure.pdf)

The Student Growth Model website will include a section for FAQs. Its primary design is to increase the understanding of the student growth model. There will be a link to this webpage from the ESEA website.

The Interactive chart will be included on the Student Growth website. It will provide aggregate growth data for schools and districts in an interactive format.

Table 19
Rewards and Sanctions Overview – District Level

Districts	Five Star	Four Star	Three Star[§]	Two Star[**]	One Star
Recognition & Rewards	Eligible for Recognition and Rewards	Eligible for Recognition	Not eligible	Not eligible	Not eligible
WISE Tool	Optional (Continuous Improvement Plan)	Optional (Continuous Improvement Plan) *However, must coordinate district planning requirements with any One- or Two-Star school level plans*	Continuous Improvement Plan *However, must coordinate district planning requirements with any One- or Two-Star school level plans*	Rapid Improvement Plan *Also: Must coordinate district planning requirements with any One- or Two-Star school level plan*	Turnaround Plan *Also: Must coordinate district planning requirements with any One- or Two-Star school level plans*
Statewide System of Support Services	Optional	Optional	Optional	Participation Required	Participation Required
Family and Student Support Options	Must provide for eligible students in One- or Two-Star schools	Must provide for eligible students in One- or Two-Star schools	Must provide for eligible students in One- or Two-Star schools	Must provide for eligible students in district	Must provide for eligible students in district
Professional Development Set-Aside	Optional***	Optional***	Optional***	Required 10% of District Title I funds	Required 10% of District Title I funds
State Funding Alignment Requirements[††]	Not monitored	Not monitored	Must provide plan that describes aligned use of funds	Must provide plan that describes aligned use of funds	Must provide plan that describes aligned use of funds

[§]Three-, four-, and five-star categories will determine school and district recognition, rewards, and accountability requirements on an annual basis.
[**] One- and two-star categories will determine school and district accountability requirements based on exit and entrance criteria defined in Sections 2.D.5 and 2.E.4.
[††] State funds include: hard-to-fill, leadership and pay for performance, dual credit, technology, professional development, remediation, and criteria used for determining one- and two-year teacher contracts. Further inclusion in the plan includes a provision for focus on the teacher and administrator evaluation plans and how parental input will be included.
***Use consistent with Title I requirements.
^^^

Table 20
Rewards and Sanctions Overview – School Level

Districts	Five Star	Four Star	Three Star[§]	Two Star[**]	One Star
Recognition & Rewards	Eligible for Recognition and Rewards	Eligible for Recognition	Not eligible	Not eligible	Not eligible
WISE Tool	Continuous Improvement Plan (Optional unless school misses the AMO for their At-Risk subgroup or has an achievement gap between their At-Risk subgroup and the rest of their student population greater than that obtained by the rest of Idaho's Two-Star Schools over two consecutive years). Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district. SMART goals are written for missed AMOs and District submits assurance of SMART goals to state.	Continuous Improvement Plan (Optional unless school misses the AMO for their At-Risk subgroup or has an achievement gap between their At-Risk subgroup and the rest of their student population greater than that obtained by the rest of Idaho's Two-Star Schools over two consecutive years) . Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district. SMART goals are written for missed AMOs and District submits assurance of SMART goals to state.	Continuous Improvement Plan	Rapid Improvement Plan	Turnaround Plan

[§]Three-, four-, and five-star categories will determine school and district recognition, rewards, and accountability requirements on an annual basis.
[**] One- and two-star categories will determine school and district accountability requirements based on exit and entrance criteria defined in Sections 2.D.5 and 2.E.4.

Statewide System of Support Services	Optional	Optional	Optional	Participation Required	Participation Required
Districts	**Five Star**	**Four Star**	**Three Star[§]**	**Two Star[**]**	**One Star**
Family and Student Support Options	Optional	Optional	Optional	Must provide for eligible students	Must provide for eligible students
Professional Development Set-Aside	Optional	Optional	Optional	Required 10% of school Title I funding allocation NOTE: *This amount may aggregate into the district 10% set-aside*	Required 10% of District Title I funding allocation NOTE: *This amount may aggregate into the district 10% set-aside*
State Funding Alignment Requirements [††]	No additional requirements	No additional requirements	Must provide plan that describes aligned use of funds	Must provide plan that describes aligned use of funds	Must provide plan that describes aligned use of funds

RECOGNITION AND REWARDS

Idaho will replace its current reward system with **one** reward for schools that earn "Five-Star School" status under the State's next generation accountability plan. Five-Star Schools will be determined under Idaho's new Accountability Plan (*as described in Part I of this section*). A

[§]Three-, four-, and five-star categories will determine school and district recognition, rewards, and accountability requirements on an annual basis.
[**] One- and two-star categories will determine school and district accountability requirements based on exit and entrance criteria defined in Sections 2.D.5 and 2.E.4.
[††] State funds include: hard-to-fill, leadership and pay for performance, dual credit, technology, professional development, remediation, and criteria used for determining one- and two-year teacher contracts. Further inclusion in the plan includes a provision for focus on the teacher and administrator evaluation plans and how parental input will be included.

school must be a Five-Star School in order to be nominated for national awards such as the National Blue Ribbon Award and Distinguished School Awards.

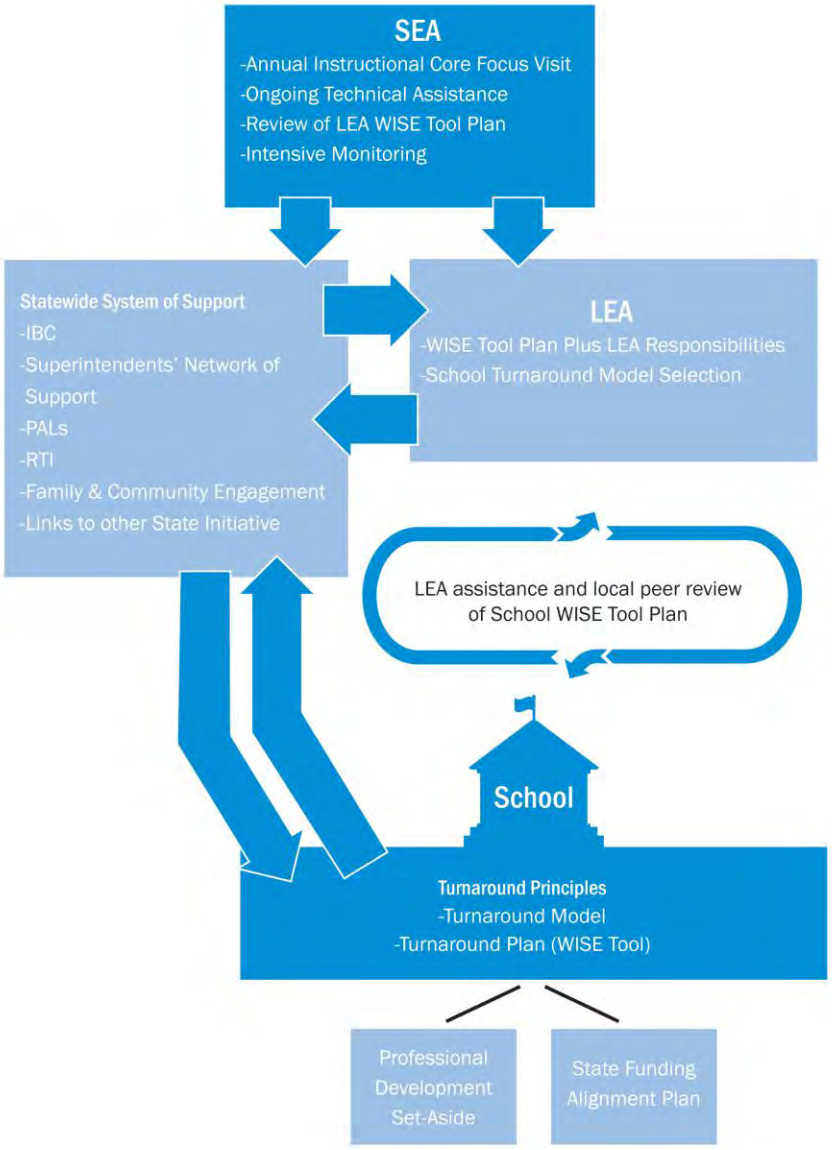
Both Five-Star and Four-Star schools will be publicly recognized for their achievement through media releases and through ISDE's websites and social media outlets. Identified Distinguished schools that are Title I served are invited to share successful practices at the Title I Biennial Conference. The Statewide System of Support and Accountability departments will continue to identify Reward Schools and strengthen the plan on how to share the practices that are making them successful. As data from the Smarter Balanced Assessments come in Summer of 2015 a plan will be developed to gather data on interventions that are implemented and then determine ways for schools to share their expertise through multiple venues and opportunities.

PRIORITY AND FOCUS SCHOOLS OVERVIEW

Idaho is placing an emphasis on the accountability and support systems necessary for One- and Two-Star Schools (Priority and Focus Schools). The tables provided above for the Rewards and Sanctions Overview designation schools in the One- and Two-Star categories based on entrance and exit criteria. The Turnaround Plan and associated requirements are the expectations for One-Star Schools (i.e., Priority Schools). The Rapid Improvement Plan and associated requirements are to be implemented in Two-Star Schools (i.e., Focus Schools). Charts 1 and 2 on the following page depict the relationship between the accountability requirements and support mechanisms available to One- and Two-Star Schools[14].

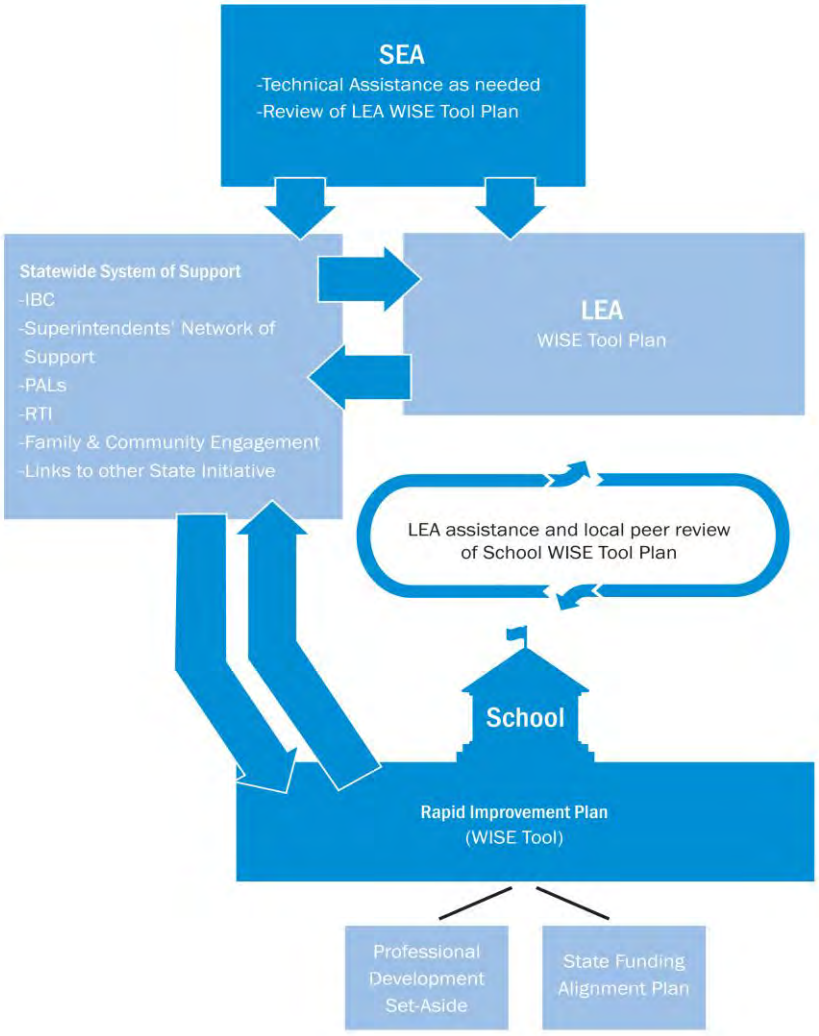
[14] All schools designated as priority schools in Table 2 are priority schools for purposes of this request and must implement the interventions required of One-Star schools, regardless of their star rating. Across this request, all references to and requirements of One-Star schools apply to all schools designated as priority schools in Table 2 as well. All schools designated as focus schools in Table 2 are focus schools for purposes of this request and must implement the interventions required of Two-Star schools, regardless of their star rating. Across this request, all references to and requirements of Two-Star schools apply to all schools designated as priority schools in Table 2 as well.

Chart 1
Relationship of Accountability and System of Support for One-Star Schools



Note: Educator Effectiveness is another Statewide System of Support that will be helping LEAs and Schools with their evaluation plans through the work of Principle 3. PALs is currently called NISL or Network of Innovative School Leaders. LEA expectation rectangle should include Principal as Turnaround Leader decision point.

Chart 2
Relationship of Accountability and System of Support for Two-Star Schools



Note: Educator Effectiveness is another Statewide System of Support that will be helping LEAs and Schools with their evaluation plans through the work of Principle 3. PALs is currently called NISL or Network of Innovative School Leaders.

WISE TOOL

In 2009, the national Center on Innovation and Improvement's (CII – a center funded by the U.S. Department of Education to provide schools and districts with the information and skills they need to make wise decisions on behalf of students) asked Idaho to participate in the first cohort of the Academy of Pacesetting States. Participation in the CII Academy of Pacesetting States and the use of its tools has also served to significantly shape the evolution of the State's model for differentiated support. The WISE Tool, an online strategic planning process, is Idaho's version of the CII Indistar online strategic planning tool.

Idaho has divided responsibility for compliance into two areas: (a) applications for basic funding and assurances of compliance to ESEA and State requirements; and (b) planning tools for system improvement. Anything related to the former goes into our Consolidated Federal and State Grant Application (CFSGA). Anything related to the latter goes into the WISE Tool. What does not fit into the actual format of the WISE Tool, but which fits the intent of improvement planning, gets embedded within a dashboard that CII makes available when logging into the WISE Tool. CII customizes the dashboard for our State, which makes our State able to adapt quickly to new directions.

There are ~~three~~ four levels of planning that Idaho makes available to schools and districts through the accountability and support system. The levels are differentiated to best meet the needs of the students in that school or district. The least intensive level is the AMO Continuous Improvement Plan, which Four and Five Star Schools must write SMART goals addressing areas of deficiency in their AMOs. The next intensive level is the Continuous Improvement Plan, which Three-Star Schools will utilize. The moderate level is the Rapid Improvement Plan, which Two-Star Schools will utilize. The most intensive level is the Turnaround Plan, which One-Star Schools will utilize. The planning requirements for each level are outlined in ISDE's *District and School Improvement Planning & Implementation Workbook* (Full document is available online at http://www.sde.idaho.gov/site/schoolImprovement/)

AMO Continuous Improvement Plan

- **Schools** – The AMO Continuous Plan is designed for schools to address their AMO deficiency either in the WISE tool or through other documentation and then submitted to the district for approval.
- **District** – If the district only has an AMO Continuous school then they only need to send in the assurance page that the district has approved the plan.

Continuous Improvement Plan

- **Schools --** The Continuous Improvement Plan provides the full set of indicators available through the WISE Tool. There are more than 200 indicators in the school level tool. Because schools in this level have a basic level of capacity and performance that is approaching State expectations, providing the larger set of indicators allows schools to customize and fine tune their planning without as much prescription from the State.

- **Districts --** The district level Continuous Improvement Plan is also designed by CII and fits within the same online planning model. It is made up of a smaller set of indicators that relate to district context or governance; leadership; and curriculum, instruction, and assessment. Districts in this planning category are allowed significant flexibility in the choice of indicators used for planning.

Rapid Improvement Plan

- **Schools --** The Rapid Improvement Plan is made up of a sub-set of approximately 90 indicators within the WISE Tool. These indicators are those which have been identified by CII as the highest impact indicators in order to achieve rapid improvement.

- ISDE has rank-ordered these as to the most important for schools in the Focus category as defined in the ESEA Flexibility guidelines. Because these schools demonstrate the largest within school achievement gaps, the State's theory of action is that the school system is not as healthy as it should be, and that by addressing these high-impact indicators, the school will get the most immediate return on investment.

  ISDE requires schools to plan for these indicators in stages; not all of them are required in any given year. This is to promote freedom of choice (i.e., self-selection of where to start) and buy-in at the local level. It is also to facilitate true planning, rather than a compliance mindset. However, the State does review the plans and expects the plan to reflect feedback provided to the school and the district. ~~through the Instructional Core Focus Visit[15], if applicable. During a Focus Visit, a group of experts from the ISDE evaluates instructional programs and the leadership and governance structure at a school and district. (See Section 2.E.iii for more detail on Focus Visits.) The State review and the use of the Focus Visit~~ ISDE is implementing a review of interventions of all Focus schools by December 31st of each year a school is classified as a Focus School which will ensure that the school improvement plan addresses any subgroups that are underperforming. In balancing a degree of freedom for affected schools with a degree of prescription, ISDE aims to cultivate leadership capacity so that reform is sustained in the long term.

- **Districts --** The district level Rapid Improvement Plan consists of the same indicators as those within the continuous improvement model. Districts in this planning category are

~~[15] An Instructional Core Visit is an intensive evaluation of a school and district including observations of 100% of the classes, interviews with at least 60% of the staff, and interviews with parents and community members. The data are gathered against 49 indicators indicative of where the more intensive need and focus should be for the Turnaround Plan.~~

allowed still allowed flexibility in the choice of indicators used for planning, but are required to address a few specific indicators deemed critical to rapid improvement.

Turnaround Plan

- **Schools --** The Turnaround Plan is a hybrid of the Rapid Improvement Plan described above and the Transformation Toolkit provided by CII. The Transformation Toolkit is a companion planning process within Indistar. The indicators were designed by CII specifically as part of the changes in the School Improvement Grants (SIG) under ESEA 1003g that occurred in FY 2009. These indicators have a comprehensive focus on the strands of the turnaround principles (e.g., teachers and leaders, governance, instructional and support strategies, and learning time).

  Idaho has taken a scaffolded approach to the use of the Transformation Toolkit. Idaho no longer has the Transformation Toolkit turned on for school use but has incorporated many of the indicators into the entirety of the WISE Tool indicators and Turnaround Indicators.

  ~~For schools with greater capacity, the Turnaround Plan is a combination of all the requirements for the Rapid Improvement Plan and specific portions that are extracted from the Transformation Toolkit. For contexts in which the need is more severe, the State directs the school to have a plan that solely uses the breadth and depth of the Transformation Toolkit.~~ Districts with schools in the One-Star category are required to support the Turnaround Plan with a specific set of indicators that describe how they will oversee the transformation of the school.

  For example, districts have to identify what types of governance and staffing changes will occur prior to the school completing its level of planning.

- **Districts --** The district level Turnaround Plan is made up of the same indicators as those within the continuous improvement model. Districts in this planning category are allowed little flexibility in the choice of indicators used for planning, and are required to address a few specific indicators deemed critical to rapid improvement. Planning at this level requires local Board of Trustee action and must address specific leadership actions similar to school level Turnaround Principles.

Summary of Planning Requirements: The appropriate improvement plan will be matched to each school's performance based on the Star Rating that applies to the current year as well as indications regarding how the school is progressing over time. The following table indicates how progress intersects with Star Ratings to determine which WISE Tool plan is required.

ISDE is going to pilot AdvancED's Assist tool for Continuous Improvement Planning required schools and districts that are also up for accreditation. During this pilot the ISDE and AdvancEd are going to work together to evaluate the improvement plans and whether they meet the federal and state requirements while meeting the needs of the schools and districts to not have multiple tools to meet their needs for improving student achievement.

Table 21
WISE Tool Plan Requirements Based on Star Rating and Progress

	Progress	
	No Lack of Progress Demonstrated	**Lack of Progress Demonstrated**
Current Star Rating		
5 (Five Stars)	No Planning Requirements Improvement Plan • Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district.	Continuous Improvement Plan • Required in the year following the second consecutive year in which the school exhibits an overall subgroup achievement gap. Improvement Plan • Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district.

4 (Four Stars)	No Planning Requirements Improvement Plan • Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district.	Continuous Improvement Plan • Required in the year following the second consecutive year in which the school exhibits an overall subgroup achievement gap. Improvement Plan • Missing AMOs for any ESEA subgroup N>=25, must ensure an improvement plan is put into place. This plan will be monitored and administered by the district.
3 (Three Stars)	Continuous Improvement Plan • Required first year in which rating was attained	Continuous Improvement Plan • Required each year in which rating is attained
	Progress	
	No Lack of Progress Demonstrated	**Lack of Progress Demonstrated**
Current Star Rating		
2 (Two Stars)	Continuous Improvement Plan • Required first year in which rating was attained, if the previous year was not at One or Two Stars. Rapid Improvement Plan • All schools identified as Focus Schools in Table 2 based off of data from the 2011-2012 school year are Focus Schools for the purposes of this waiver request and must implement the Rapid Improvement Plan starting in the 2012-2013 school year regardless of their Star Rating.	Rapid Improvement Plan • Required over the course of three years, beginning with the second year in which a school scored Two Stars or less consecutively (i.e., one of the years had to be at Two Stars, the other year must be either One or Two Stars). Rapid Improvement Plan • All schools identified as Focus Schools in Table 2 based off of data from the 2011-2012 school year are Focus Schools for the purposes of this waiver request and must implement the Rapid Improvement Plan starting in the 2012-2013

		school year regardless of their Star Rating.
1 (One Star)	Continuous Improvement Plan • Required first year in which rating was attained, if the previous year was not at One Star. Turnaround Plan • All schools identified as Priority Schools in Table 2 based off of data from the 2011-2012 school year are Priority Schools for the purpose of this waiver request and must create their Turnaround Plan starting in the 2012-2013 school year regardless of their Star Rating.	Turnaround Plan • Required over the course of three years, beginning with the second consecutive year in which a school scored One Star. Turnaround Plan • All schools identified as Priority Schools in Table 2 based off of data from the 2011-2012 school year are Priority Schools for the purpose of this waiver request and must create their Turnaround Plan starting in the 2012-2013 school year regardless of their Star Rating.

Transition Period: The State is holding AYP targets for use during the 2012-2013 school year while introducing the new performance framework. Schools will continue to be identified in the same way they were under NCLB until spring 2013. However, an initial Star Rating will be available to schools and districts by fall 2012. Therefore, there will be a transition period in which schools have labels under two systems. In order to provide clarity of the requirements for 2012-2013, Table 22~~Table 22~~~~Table 22~~ details how the requirements of the two systems will integrate for a one-year period. The table explains what each level of NCLB School Improvement Status is required to do depending on the star rating earned at the end of 2011-2012. The requirements balance the new and old systems to alleviate burden where possible and maintain strong accountability where performance is low.

Table 22
Transitional Period School Improvement Requirements

NCLB Status 2012-2013	Star Rating for 2012-2013			
	Five or Four Stars	*Three Star*	*Two Star*[16]	*One Star*[17]
School Improvement (SI) Year 1	No plan required No additional requirements	Continuous Improvement Plan	Continuous Improvement Plan Professional Development (Set Aside)	Continuous Improvement Plan Professional Development (Set Aside)
SI Year 2	No plan required No additional requirements	Continuous Improvement Plan	Continuous Improvement Plan Professional	Continuous Improvement Plan Professional

[16] Those schools identified as Focus Schools on Table 2 must implement the Rapid Improvement Plan timeline in Table 37.
[17] Those schools identified as Priority Schools on Table 2 must implement the Turnaround Principles timeline in Table 33.

			Development (Set-Aside)	Development (Set-Aside)
Corrective Action ***(SI Year 3)***	No plan required No additional requirements	Continuous Improvement Plan State Funding Alignment Plan	Continuous Improvement Plan A Corrective Action State Funding Alignment Plan Professional Development (Set-Aside)	Continuous Improvement Plan A Corrective Action State Funding Alignment Plan Professional Development (Set-Aside)
Restructuring Year 1: Planning ***(SI Year 4)***	No plan required No additional requirements	Continuous Improvement Plan State Funding Alignment Plan	NCLB Restructuring Plan State Funding Alignment Plan Professional Development (Set-Aside)	NCLB Restructuring Plan State Funding Alignment Plan Professional Development (Set-Aside)
Restructuring Year 2 (or beyond): Plan Implementation ***(SI Year 5+)***	No plan required No additional requirements	Continuous Improvement Plan State Funding Alignment Plan	NCLB Restructuring Plan Implementation State Funding Alignment Plan Professional Development (Set-Aside)	NCLB Restructuring Plan Implementation State Funding Alignment Plan Professional Development (Set-Aside)

STATEWIDE SYSTEM OF SUPPORT

The Statewide System of Support (SSOS) team problem solves to find solutions to local contexts and pulls from a variety of programs and strategies to build the capacity of leaders for sustainable improvement.

The Statewide System of Support team oversees the implementation of the following services directly:

- ✓ Idaho Building Capacity Project
- ✓ ~~Principals Academy of Leadership~~ Network of Innovative School Leaders
- ✓ Superintendents Network of Support
- ✓ Response to Intervention
- ✓ Family and Community Engagement
- ✓ Instructional Core Focus Visits
- ✓ Educator Effectiveness
- ✓ WISE Tool Improvement Planning Supports – Local Peer Review

The Statewide System of Support (SSOS) is funded, as appropriate, through the state administrative set-aside for 1003(a) and 1003(g) funds. Services, such as those identified above, are provided directly to schools, when requested by the LEA as an optional part of the 1003(a) or

1003(g) funding competitions. School Improvement Grant funds through section 1003(g) are governed by the approved state applications on file for each fiscal year with the U.S. Department of Education. School Improvement funds through section 1003(a) are managed according to the waiver and amendment plan submitted to the U.S. Department of Education which is provided in Attachment 32 (Idaho ESEA Flexibility Waiver and Amendment Request for 1003a Funds).

Idaho Building Capacity Project -- The Idaho Building Capacity (IBC) Project, began in 2008, is a cornerstone of Idaho's Statewide System of Support for Idaho schools and districts that are in need of substantial improvement. Cultivation of leadership in rural and remote areas within Idaho is a key focus. The State partners with Boise State University, Idaho State University, and University of Idaho to serve more than 10 percent of all schools, more than 30 percent of schools in improvement status, and more than 30 percent of the districts in the State. ISDE has delivered this assistance to more than 60 schools in more than 40 districts each year throughout every region of the State. Under the Idaho Accountability Plan, this project has the capacity to serve more than just the lowest performing 15 percent, but will target and prioritize One- and Two-Star schools.

The IBC project hires highly distinguished educators trained by the State to assist school and district leaders. Capacity Builders (CBs) are assigned to all participating schools and districts within the IBC network. CBs coach leaders and leadership teams through the tasks of improvement with monthly training and assist in promoting alignment among the various parts within the school or district system. Capacity Builders are provided with a toolkit of school improvement resources, and, in partnership with school and district leaders, help create and implement a customized school improvement plan.

~~Principals Academy of Leadership~~ Network of Innovative School Leaders -- The Idaho ~~Principals Academy of Leadership~~**Network of Innovative School Leaders** ~~(PALs~~NISL~~)~~ project was developed by ISDE to support the work of building level administration in improving outcomes for all students by focusing on the quality of instruction. ~~PALs~~ NISL is a professional learning community structured for building level administration to provide a learning environment focused on increasing the effectiveness to the Instructional Core. Principals participate in a balance of content, professional conversation, and collegial instructional rounds related directly to instructional leadership, managing change, and improving the overall effectiveness of the Instructional Core.

Strands of study include activities such as:

- Evaluating Leadership Frameworks and Turnaround Leadership Competencies.
- Supporting Instructional Rounds and Classroom Observations.
- Implementing personal professional growth plans based on self-evaluations.
- Networking with collegial conversation, collaboration and relationship building.

~~PALs~~ NISL serves as a resource for principals in Turnaround Plan schools in order to support and build their capacity in specific aspects of leadership. Whereas participation in IBC requires a three-year commitment to developing the leader and leadership team capacity for improvement

in a school related to the specific context of the school's needs, ~~PALs~~ NISL provides training unique to the principal regarding higher level perspectives on leadership.

Superintendents Network of Support -- The Idaho Superintendents Network of Support project was developed by the ISDE in partnership with Boise State University's Center for School Improvement and Policy Studies. The purpose of this project is to support the work of district leaders in improving outcomes for all students by focusing on the quality of instruction.

The network is comprised of committed superintendents who work together to develop a cohesive and dedicated leadership community focused on teaching and learning. They support each other as they bring about change and collectively brainstorm obstacles that may prevent improvement in the quality of the instruction in their districts. ISDE acts as a resource and provides the necessary research, experts, and planning to bring superintendents from across the State together to discuss self-identified issues.

Topics for discussion include:

- Improved Outcomes for Students
- Working with Stakeholders
- Transforming District Central Offices for Learning Improvements
- Creating and Supporting District and Building Level Leaders
- Analyzing Teaching and Learning through Data
- Balancing Political Forces
- Value, Ethics and Beliefs: Moral Purpose of Leadership

The Superintendents Network of Support also serves as a resource for superintendents in districts with schools that are in the One-, Two-, and Three-Star status in order to support and build their capacity in specific aspects of leadership.

Response to Intervention/Multi-Tiered System of Support [GA1]**--** Response to Intervention (RTI~~)~~/Multi-Tiered System of Support (MTSS) is a framework originally advocated by the National Association of State Directors of Special Education. RTI is a systemic approach that schools can use to better meet the needs of all learners, but it is also well suited for students with disabilities who have a Specific Learning Disability (SLD).

Idaho has intentionally increased use of RTI as a framework for continuous school improvement. RTI integrates assessment, intervention, and curriculum planning responsive to student data within a multi-level prevention system in order to maximize achievement for all students. With RTI, schools use data to identify students at risk for poor learning outcomes, monitor students' learning progress, provide evidence-based interventions depending on a student's responsiveness, and identify students with learning or other disabilities, as defined by State law. Additionally, schools use the data gained to determine the effectiveness of intervention and core program instructional practices. Therefore, the feedback loop is able to be completed at all levels within a

school: individual students, small intervention groups, whole class performance, whole grade level performance, and whole school performance.

In addition to the historical development of RTI, in the past three years Idaho has partnered with the National Center on Response to Intervention (NCRTI) to fine–tune and scale up implementation of RTI practices as part of our Statewide System of Support.

NCRTI has helped the State to further refine its working definition of RTI in a way that can apply to all schools and districts and within all subject areas, as opposed to just with the early implementation in the area of elementary literacy. Work with NCRTI has also helped the State explicitly tie the essential components of RTI into its larger school improvement model tools and framework: the WISE Tool and the Nine Characteristics of High Performing Schools. The four essential components of RTI match up with general school improvement and aspects of the ESEA Turnaround Principles very well:

- A schoolwide, multi-tiered instructional and behavioral system for preventing student failure.
- Screening.
- Progress Monitoring.
- Data-based decision-making for instruction, movement within the multi-tiered prevention system, and identification of disabilities in accordance with State law.

The essential components of RTI and the Statewide System of Support components are tightly connected within Idaho's system (More on Idaho's RTI process is online at http://www.sde.idaho.gov/site/rti/.)

Family and Community Engagement -- ISDE has built a system to engage parents within the improvement process as well. The Family and Community Engagement Coordinator identifies, plans, and implements methods that would support district leaders and their schools in engaging families and the community at large in the discussion of continuous school improvement.

Idaho has partnered with the Academic Development Institute (ADI), the parent organization for the Center on Innovation and Improvement (CII), to provide the Family Engagement Tool (FET) as a resource to all Idaho schools. The FET guides school leaders through an assessment of indicators related to family engagement policies and practices.

The resulting outcome is a set of recommendations that can be embedded in the school's improvement plan.

As described on the FET website (www.families-schools.org/FETindex.htm), the tool provides:

- A structured process for school teams working to strengthen family engagement through the school improvement plan.
- Purposeful family engagement that is linked to student learning.

- Rubrics for improving district and school family engagement policies, the home-school compact, and other policies connected to family engagement.
- Documentation of the school's work for the district and State.
- A reservoir of family engagement resource for use by the school.

The FET is a supplemental tool that is closely aligned with the WISE Tool indicators and planning components related to engaging families and communities in academic improvement across the system. The Statewide System of Support team coordinates services among and between the various programs, such as the Idaho Building Capacity Project and others, in order to assist leaders in knowing how to engage families and their communities at large in the work of school improvement.

Instructional Core Focus Visit -- To determine existing capacity, the State uses the Focus Visit process, a modification of CII's *Patterns of Practice Guide*. Focus Visits use 49 indicators from the WISE Tool and collect evidence of practices associated with substantial school improvement. Data are collected by an external team of reviewers with expertise in the characteristics of effective schools. The external team observes 100 percent of the teachers, including teachers of special populations. Observational data are collected for a sub-set of the indicators that coincide with our statewide teacher evaluation. A protocol linked to the indicators is also used to interview individuals (at least 60 percent of the certified teaching staff and all administrators) and identify recurring themes. Focus groups are conducted in each school for parents, students, non-certified staff (e.g., cooks, custodians, paraprofessionals), and teachers. All data are then analyzed and triangulated to describe the practices of the system. Resulting recommendations are made to district leadership regarding appropriate next steps, especially in the area of leadership capacity and the turnaround principles. Focus Visits recur once a year for three years to maintain a balance of positive support and pressure and to help determine further state supports and/or interventions. Since the protocol is linked to the WISE Tool, recommendations directly tie back to school and district improvement plans and processes, which enhance ongoing assistance efforts. Recommendations will also include connections to programs, technical assistance, and training opportunities that match the needs of the school or district. Table 23~~Table 23~~~~Table 23~~ illustrates some examples of opportunities the state can recommend under four key areas of the system.

Table 23
Sample Support, Technical Assistance, and Training Opportunities

Teachers and Leaders
• State training for teacher and administrator evaluation. • Enroll in the ~~Principals Academy of Leadership~~Network of Innovative School Leaders.

• Enroll in the Superintendents Network of Support. • Enroll in the Idaho Building Capacity Project. • Technical assistance on the alignment of ~~pay-for-performance and other~~ State funds with turnaround principles.
Instructional and Support Strategies
• Enroll school leadership in RTI training opportunities. • Provide a Mathematical Thinking for Instruction (MTI) course to the school to align it with the Idaho Math Initiative and/or follow up visits from Regional Mathematics Specialists. • Training on the Common Core State Standards and technical assistance with how to align curriculum, instruction, and assessment practices. • Training in the State's instructional management system as a support for data utilization and curricular planning. • Technical assistance with ELL program design, training on the new WIDA standards, and technical assistance on aligning WIDA standards with RTI practices. • Targeted training to the school or district regarding the Smarter Balanced Consortium Assessments.
Learning Time and Support
• Technical assistance on how to redesign the school day using extended learning and/or other opportunities (e.g., 21st Century Community Learning Centers). • Access to and support with the Family Engagement Tool (FET). • Technical assistance in the inclusion of families and the community in the school improvement planning and implementation process. • School or district-wide training on Positive Behavior Intervention Supports (PBIS).
Governance
• Technical assistance in the design of governance policies and practices. • Recommendations about capacity of school and/or district leadership resulting from Instructional Core Focus Visits. • Technical assistance in the alignment of State funds (e.g., technology funds, dual credit, pay-for-performance, etc.) with turnaround principles and the policies necessary to ensure their success.

In addition to the system-wide recommendations that can be made, Focus Visits provide a diagnostic review which gives district leadership the information necessary to meet the first turnaround principle (providing strong, effective leadership). From the initial Focus Visit, the district and the SEA will have sufficient information to determine whether the principal should be replaced or has sufficient capacity. This must be reflected in the school's Turnaround Plan.

The Focus Visit provides a depth and breadth of information about district leadership capacity as well. This assists with the State's determinations about the potential need for changes in district leadership, and the degree to which intervention from the state is required. Due to the complexities of local control, special consideration is given to the needs of district leadership. At times, districts are in need of improvement due to governance issues that can be changed through coaching of the superintendent and cabinet level staff. For this, the State will utilize support mechanisms to provide coaching. In other contexts, district leaders (e.g., superintendents or cabinet staff) may not have the capacity or may be unresponsive to external support. In this situation, the State will work directly with the local board of trustees to make recommendations regarding staffing. Recommendations may be paired with positive or negative incentives for change, such as providing extra grant funding to solve specific concerns or withholding funding until conditions are met. In rare cases, district leaders have sufficient capacity and are responsive to supports, but they are restrained by decision making and policies of the local school board.

In severe circumstances, the State will work directly with the community to inform stakeholders about the needs of their district since only the local community can facilitate a change in trustee membership.

Under these conditions, the State reserves the right to withhold any or all federal funding for use in providing services directly to the students, families, and community of that school district in a manner that will ultimately result in turning around the performance of the district.

Such services may include, but are not limited to:

- Contracting services, such as before and after school tutoring for students
- Providing transportation of students to other school districts
- Enrolling students in a virtual charter school and redirecting funds to that school
- Reserving a percentage of funds for the State to conduct public meetings, provide public notices, and work with the public to make necessary decisions about yearly school board elections

Educator Effectiveness - Educator Effectiveness is a system that provides districts with standards, tools, resources and support to increase teacher and principal effectiveness in order to increase student achievement. The Educator Effectiveness Coordinator is an experienced master practitioner and administrator who performs professional work and coordinates the statewide implementation of educator effectiveness policies by integrating those policies and resources within the larger theory of action of the Statewide System of Support. The essential functions that support the Statewide System of Support are:

- Provides statewide leadership regarding the use of educator observation and evaluation practices as a component of continuous school and district improvement.
- Researches recent and effective educational strategies and interventions and aligns them with Statewide System of Support practices and procedures in order to provide effective and sustainable support to school and district leadership teams.

- Works directly with school and district leadership teams to identify areas of strength and concerns and to develop and implement school/district improvement plans that integrate educator observation and evaluation practices with resources, strategies, assessments, and evaluation procedures that will adequately address the needs of all learners.

WISE Tool Improvement Planning Supports: Local Peer Review -- ISDE supports the development of school and district leadership capacity through a State and local improvement plan review process that builds a common vision. The State expects districts to be the first line of support for the lowest performing schools and provides training to district leadership teams to fulfill this role. The State has developed a common language regarding the characteristics of effective schools that is designed into the WISE Tool and its improvement planning processes.

When school-level plans are required, the State expects districts to provide technical assistance at every point prior to submission of the plan to the State. Thus, the State provides a rubric for districts to use in the review of school plans and requires districts to submit copies of their review rubric to the State to demonstrate that assistance has been provided. The expectation is that the district will use standards of review equal to or higher than what the State has described during district training opportunities, that it will work with the school until planning and implementation meets with local standards, and that it will not submit a plan until it is of high quality. The State then conducts an independent review and returns that feedback to the district and school. Where there are differences in state and local scoring of the rubric, the State returns the plan for revisions, which creates a space for conversation around what effective practice and planning truly are and leads to determinations about the types of technical assistance the State needs to provide to the district. This design encourages a capacity building relationship between the State and district and the district and school. With this in mind, peer review of improvement plans is a critical component of the state's accountability model. It enables collective knowledge to be built at the school, district, and State level.

Graduation Rate Considerations: Graduation rates for all students are an essential element of the Star Rating performance framework, which drives decisions about what schools and districts are required to do. For districts and schools that must submit and implement improvement plans, graduation rates will be included in the diagnostic review process and self-assessments that districts and schools do as part of the planning process. For example, the WISE Tool planning process will require leadership teams to identify areas in the performance framework (e.g., graduation rates) that are low and then develop SMART goals that are matched to the demonstrated areas of need. Those SMART goals then become a foundation for thinking about the WISE Tool plan overall for whichever version the district or school is required to submit (i.e., Continuous Improvement, Rapid Improvement, or Turnaround Plans).

Additionally, during the Focus Visit for One-Star schools, the State Support Team utilizes the data from the Star Rating performance framework as part of the analysis process. If a district or school has graduation rates that are low, the Focus Visit will take that into consideration in relation to the recommendations that are made.

Lastly, high schools that are required to submit improvement plans will have access to new indicators developed by the Center on Innovation and Improvement. If graduation rates are in need of improvement, the district and school will have specific indicators for which to include objectives and tasks in their improvement plans. For example, the following WISE Tool indicators are available to prompt improvement planning in ways that keep students on track for graduation.

- The school provides all students with academic supports (e.g., tutoring, co-curricular activities, tiered interventions) to keep them on track for graduation.
- The school provides all students extended learning opportunities (e.g., summer bridge programs, after-school and supplemental educational services, Saturday academies, enrichment programs) to keep them on track for graduation.
- The school provides all students with opportunities for content and credit recovery that are integrated into the regular school day to keep them on track for graduation.

Currently, disaggregated graduation data are unavailable. During the transition period to the new graduation calculation, Idaho will utilize disaggregated information from dropout rates in order to inform decision-making. For example, dropout rates will be used to inform Focus Visits and expectations for improvement planning. The historical disaggregated information for ethnicity dropouts can be found at the bottom of the page at this link: http://www.sde.idaho.gov/site/statistics/statistical_data.htm.

FAMILY AND STUDENT SUPPORT OPTIONS

Under Idaho's ESEA Waiver, districts and schools will no longer be required to offer Supplemental Education Services (SES) and School Choice. In addition, the State will no longer require districts to set aside any percentage of the district allocation of Title I-A funds for School Choice and SES. In its place, Idaho will require its lowest performing schools and districts that are identified under the One-Star and Two-Star categories to provide a plan, within the WISE Tool, for how they will meet the needs of students who are currently not proficient and who have not made adequate growth on either the Reading, Math or Language Usage ISAT. This plan must include information on how the district or school will provide students with extended learning time and make students and parents aware of their enrollment options. These plans will be reviewed and must be approved by the ISDE to ensure that what the district and school proposes, meets the minimum qualifications and expectations for extended learning time and enrollment options. If it does not, they will be required to revise their plan to meet these expectations. One-Star and Two-Star districts and districts with One-Star and Two-Star schools must adhere to the following requirements in offering extended learning time and making students and parents aware of their enrollment options:

- The district must send notification to eligible students, as defined above, at least 14 days prior to the beginning of the first day of school that they are eligible for extended learning time and make parents and students aware of their enrollment options.
- The district must offer eligible students extended learning time and make those students and their parents aware of their enrollment options in any school within the district that is identified as a Two-Star or One-Star school.
- Enrollment options available to students and their parents include but are not limited to a district open enrollment policy as identified and governed by 33-1402 Idaho Code, Dual

Enrollment as identified and governed by 33-203 Idaho Code, Virtual Education Programs as identified in 33-1619 Idaho Code, Online Courses as identified and outlined in 33-1627 Idaho Code (Attachment 14), the Idaho Digital Learning Academy, the Idaho Education Network, and public charter schools including virtual public charter schools.

- The school leadership must evaluate the school schedule and redesign the schedule to include time for extended learning opportunities for eligible students.
- Extended learning time must occur outside of the time allotment that counts toward Average Daily Attendance. This may be before school, after school, during the summer, or within the school day if the program is designed to extend learning time beyond that which is required by the State or if it provides support during times not traditionally scheduled for classes (e.g., lunchtime).
- Extended learning time services must be provided by individuals who have a demonstrated track record of teaching students and ensuring significant academic growth (e.g., certified teachers, reading or mathematics specialists, highly qualified and experienced paraprofessionals, or external providers that have met high standards of performance).
- Extended learning time must be provided to participating eligible students for a minimum of 2 hours per week for at least 28 weeks (i.e., 56 hours of additional learning time).
- A school or district may cease extended learning time services before this time at the request of the student's family.
- If a student demonstrates he or she is proficient in the subject area that is being covered by the extended learning time before the 56 hours are finished, a school or district may present progress monitoring and/or benchmark assessment data to the family in order to make a recommendation that the extended learning time is no longer needed. However, it is the family's final decision regarding whether or not to continue the extended learning the entire length of time.

Transition period: The State is holding AYP targets for use during the 2012-2013 school year while introducing the new performance framework. Existing NCLB improvement timelines will continue to be in place until Spring 2013. However, in order to transition to the new accountability system, any district or school that currently is required to offer school choice may immediately take advantage of the flexibility described by the definition of enrollment options and extended learning identified in this waiver.

In other words, any school in improvement, corrective action, or restructuring may meet its obligation under the new definition for eligibility and extended learning time and enrollment options outlined in this waiver application.

Regarding students who were previous recipients of School Choice, the LEA must continue to allow such students to remain enrolled in the school of choice through the final grade level served by that school.

PROFESSIONAL DEVELOPMENT SET-ASIDE

A district will be required to set aside 10 percent of the Title I-A school allocation for any One- or Two-Star school or of the district allocation if it is a One- or Two-Star district for professional development. This set-aside will follow the same structure as that which exists for schools in school improvement, corrective action, or restructuring and for districts in improvement or corrective action. On the other hand, the district may substitute State or local funds in an amount equal to or greater than the required 10 percent of Title I-A funds, if it has reason to do so in order to promote financial flexibility. In the event that a district takes this flexibility, it will be required to submit documentation to ISDE of the amount budgeted, the amount spent, and the actual activities and expenditures out of state and local funds.

In the case of non-Title I-A funded schools in the One- and Two-Star categories, and because such schools may be contributing to the district's inability to meet the needs of all learners, a district must demonstrate that it has devoted professional development services to that school from State or local funds or other grant funding sources (e.g., Title II-A district allocation or the district level professional development set-aside) in an amount equal to or greater than the amount that would otherwise be required if the school were operating a Title I program.

Examples of how districts or schools may use professional development set-aside funds include, but are not limited to, the following:

- Providing job-embedded coaching opportunities for teaching staff in core academic content areas.
- Providing district leadership institutes or academies focused on providing the capacity for continuous improvement and turnaround leadership.
- Training administrators who are responsible for instructional leadership and teacher evaluation on the effective use of formative teacher feedback (e.g., the Danielson Framework) and how to effectively design coaching and training opportunities in individual and group areas of weakness based on evaluation data.
- Training staff on (and monitoring the implementation of) new instructional programs and/or the use of data to inform decision making about instructional programs (e.g., Response to Intervention – RTI).
- Redesigning the collaboration structure of a school to develop better collaborative processes that will support the professional learning of staff members (e.g., professional learning communities).
- Developing staff understanding of how to effectively engage parents and the community in the improvement of academic performance across the school or district.
- Providing training and ongoing support for creating a positive school environment in important, non-academic factors, such as students' social, emotional, and health needs (e.g., Positive Behavior Intervention Supports – PBIS).

STATE FUNDING ALIGNMENT

For schools and districts that are in the One-, Two-, or Three-Star Categories, Idaho will require annual plans to be submitted that are aligned with the improvement requirements of each context. These annual plans will be embedded into the WISE Tool as a supplemental plan on the Dashboard. ISDE will ensure alignment by including an approval process as part of the annual

review conducted of improvement plans in the WISE Tool. Specifically, the funds which must be aligned are:

- **~~Pay-for-Performance- Hard-to-Fill and Leadership~~Career Ladder Compensation Model – Leadership Awards**: ~~In addition to salaries, teachers and leaders can earn annual bonuses for~~Since 2011, Idaho teachers have had at least a portion of their pay tied to performance. Now, Idaho is currently working to transition to a Career Ladder Compensation Model. The first component of the Career Ladder is Leadership Awards. The Idaho Legislature approved Leadership Awards for the FY2015 Public Schools Budget, or 2014-2015 school year. With this funding, local school districts and public charter schools can award an individual teacher anywhere from $850 to $5,838.50 in bonuses during a given year. ~~taking on leadership duties or teaching in hard-to-fill positions. These funds are formula allocated to all districts.~~ The district will need to ensure that, at minimum, funds used in One-, Two- or Three Star schools are aligned with the larger plan (e.g., the bonuses should be used to support the Turnaround Principles where appropriate).

- ~~**Pay-for-Performance- Student Achievement**: Schools eligible for State distribution of Pay-for-Performance Student Achievement funds must have a plan on file with ISDE for how the entire school's eligibility for funds will be further broken down into eligible groups of employees within the school. These funds are based on either how well schools demonstrate (a) academic growth or (b) overall student achievement.~~

  ~~The formula places all schools into quartiles, with higher shares of the State allocation determined by increasingly higher performance in growth, proficiency or both. It is possible that persistently low-achieving schools will receive a share of the allocation.~~

- **Technology funds:** The Idaho Legislature approved a new, ongoing funding allocation for technology. In 2011 and 2012, ~~As such~~, districts ~~are~~ were required to submit plans yearly regarding how their technology funds will be used and tied to student achievement outcomes. Now, districts and public charter schools continued to receive this ongoing funding. Districts with One-Star or Two-Star Schools are required to detail how the use of these funds specifically align with the systemic improvement necessary in each school (e.g., for a school that must implement the Turnaround Principles, the district must describe how technology will improve curriculum, instruction, assessment, data utilization, etc.

- **Dual Credit**: ~~Idaho~~ Since 2011, Idaho has expanded the advanced opportunities it provides to high school students across the state. In 2011, the state created the Dual Credit for Early Completers program that provides ~~is providing~~ funding for secondary schools ~~in order~~ to pay for the costs of up to 36 credits of dual enrollment for each eligible student. Now, in addition to Dual Credit for Early Completers, the state has implemented a new program where any high school junior or senior attending public school in Idaho will have access to up to $200 their junior year or $400 their senior year to cover up to 75% of the costs of taking college-level courses or professional-technical certification exams while still in high school. Districts with schools in the One-, Two- or

Three-Star status are required to detail how they will ensure that such opportunities are provided for all eligible students, especially those at risk.
The district will also be required to explain how they are using dual credit funding to improve the design of the entire school program.

- **Teacher and Administrator Evaluations**: Teacher and administrator performance evaluations in Idaho already require a strong tie to student performance metrics (at least ~~50~~33%). The State will require One-, Two-, and Three-Star schools to demonstrate how the application of teacher and administrator evaluations enhances their improvement plans. Further, the WISE tool also includes criteria in which these identified schools must describe how they will strategically place teachers in the areas of highest need.

Through its annual review, ISDE will only approve district and school plans that ensure high quality alignment of these funding sources (required only of One- and Two-Star Schools i.e., Focus and Priority Schools. Plans deemed to be lacking alignment will not be approved, and districts will be expected to revise them at the district and/or school level as necessary. If a district is unable to create alignment, ISDE will provide technical assistance in how to utilize these funding sources.

ENSURING SUFFICIENCY OF FUNDS IN PRIORITY AND FOCUS SCHOOLS (TITLE I SET-ASIDE)

To ensure that Priority and Focus schools have sufficient funds to implement the interventions required of them, Idaho has revised the Title I set-aside requirements sought in its approved ESEA Flexibility Plan (approved September 28, 2012) which required only a 10% professional development set-aside for Priority and Focus schools. The set-aside was from the school level allocation, rather than an additional amount of funding.

This amends the plan originally approved on September 28, 2012, and revises the Title I set-aside amounts and expectations which Idaho requires for districts with Priority and Focus schools to better ensure there are sufficient funds for implementing required interventions. The 10% professional development set-aside requirements would remain in place as written in the waiver as originally approved. An additional, district-level Title I set-aside will be required for Support of Substantial Interventions (SSI). The rules for the SSI set-aside are the following:

1) A district that has one or more Priority and Focus schools identified by the State must set-aside an amount equal to the minimum school-level Title I-A allocation required in the Consolidated Federal and State Grant Application (CFSGA) or an amount equal to 10 percent of the district Title I-A budget, whichever is less, in order to support the substantial interventions required in those schools.
2) The additional allocation to support the substantial interventions required in Priority and Focus schools must be used in accordance with Title I regulations (i.e., targeted use in Targeted Assistance schools and planned schoolwide use in Schoolwide Programs).

3) The additional allocation to support the substantial interventions in Priority and Focus schools must be funded prior to allocation decisions about other Title I eligible schools in the district.
4) The additional allocation to support the substantial interventions must be set-aside for each year that a school is identified as a Priority or Focus school. The district may cease the set-aside requirement immediately after the school exits from Priority or Focus status.

These rules are designed to ensure that extra funding is provided to Priority and Focus schools in a way that infuses extra support but which also creates sustainable, realistic conditions. The average Title I-A school-level allocation in Idaho is approximately $100,000. The following scenarios are examples of how the SSI set-aside would apply.

Table 24
Example Scenarios for the SSI Set-Aside

	# of Students	*Priority or Focus School (Y/N)*	*Minimum Title I-A School Allocation*	*Basic Title I-A District Allocation*	*10% of District Allocation*	*Supplemental SSI Allocation to School*	*Total Title I-A Funds for School*
School A	430	N	$198,254	$3,500,000	n/a	n/a	$198,254
School B	306	Y	$209,916	$3,500,000	$350,000	$209,916	$419,832
School C	387	Y	$105,693	$227,237	$23,000	$23,000	$128,693
School D	484	Y	$117,385	$670,747	$67,000	$67,000	$184,385
School E	190	Y	$43,275	$478,140	$48,000	$43,275	$86,550

The effect of these set-aside rules would be to infuse significantly greater resources in each Priority and Focus school for the three year period, up to double the amount of Title I funds that they would have otherwise received in that same timeframe.

Schoolwide Title I programs create a more robust regulatory context for implementing the requirements of Priority and Focus schools. In the event a Priority or Focus school is currently operating a Targeted Assistance program, the State will create a process to support such a school's transition to a Schoolwide Program, if the LEA so desires. The State already utilizes the WISE Tool for both improvement planning and Schoolwide Program planning. Therefore, a

transition process for Priority and Focus schools can be accomplished that both (a) meets the legal requirements of ESEA Section 1114 and its accompanying federal regulations and (b) builds upon the schoolwide reform efforts required of Priority and Focus schools so as to reduce burden on schools and LEAs.

OTHER STATE FACTORS THAT SUPPORT IMPROVEMENT

In addition to the work and experiences described above, Idaho has developed other tools that are intended to support the academic achievement of specific student groups.

1. $5,000,000 is allocated annually to provide remediation services for students who have not scored proficient on the ESEA accountability assessment. These funds are provided as an incentive to support school districts in their improvement efforts in that the distribution is conditioned on a match of at least one dollar in local expenditures for every two dollars in distributed State funding.

2. Another remediation program has been institutionalized providing early intervention for students in grades K-3 who are highly at risk of failing to master intended reading skills. The State has historically allocated approximately $2 million for this purpose to provide supplemental reading instruction.

3. ~~As part of the Students Come First legislation, Idaho has placed new emphasis on paying hiring bonuses for hard-to-fill positions; especially those that involving work with low-achieving, special education, and limited English proficient students.~~

~~4. The Students Come First legislation also provided a mechanism to incentivize student growth in order to encourage improvement among schools with student groups that may struggle in school. School staff members are eligible for pay-for-performance bonuses when their school has performed according to set benchmarks for students' academic growth.~~

~~5.~~4. Additionally, ISDE has partnered with the University of Idaho's Center on Disabilities and Human Development to create the Idaho Assistive Technology Project (IATP). This project provides training and support Statewide concerning Universal Design for Learning (UDL) as it relates to lesson design and assistive technologies.

In addition to incorporating differentiated support mechanisms into the Statewide System of Support, the above are intended to document some of the more significant initiatives and projects Idaho has put into place to address the unique needs of students who are low-achieving or otherwise at risk of educational failure.

2.A.i.b. Does the SEA differentiated recognition, accountability, and support system create incentives and provide support incentives and provide support to close achievement gaps for all subgroups of students?

Idaho's educational system provides for incentives aimed at encouraging and rewarding schools closing achievement gaps that may exist among and between groups of students. The system includes a mix of incentives intended to stimulate substantial and continuous improvement.

Idaho's Statewide System of Support has been designed to help schools and teachers close achievement gaps that may exist between various student groups. As described in Section 2.A.i.a., the system provides for multiple support mechanisms.

The data on student performance and growth that drive identification for focus, priority, and rewards schools, include definitive information concerning the achievement and growth of all students including those with disabilities, English language learners, and those who are low-achieving.

In Idaho, schools in the Four- or Five-Star category are afforded more flexibility in relation to planning, use of discretionary funds, and participation in support activities. This serves as a positive incentive for schools to continue their improvement efforts. For example, a school that reaches the Four-Star category has demonstrated effective school performance and can chose the type of planning process for continued improvement. The school may choose to use a planning tool outside of the State system. Further, there is no requirement for notifying parents of enrollment options or extended learning time, but the school can provide same if they best serve given student needs.

Lastly, Idaho has chosen to lower the minimum number (N) for making accountability determinations regarding the achievement status of various student groups. Previously, N>=34 was the threshold. The public reporting threshold has been N>=10. ISDE will now make accountability determinations for all student, all ESEA subgroups and the At-Risk Subgroup meeting N>=25. This lowering of the threshold will serve to highlight achievement gaps that may have previously been masked by low N counts.

2.A.i.c. Does the SEA's differentiated recognition, accountability, and support system include interventions specifically focused on improving the performance of English Learners and students with disabilities?

The Response to Intervention (RTI) framework is an integral part of Idaho's efforts to meet the educational needs of all learners, including English language learners and students with disabilities. Idaho's Statewide System of Support embeds the RTI conceptual framework into virtually every program and makes explicit connections to school improvement planning. For example, the clusters and indicators within the WISE Tool are aligned to the RTI framework so that schools and districts can plan for RTI while simultaneously planning for school improvement.

Using the RTI framework as part of our Statewide System of Support, ISDE works to ensure solid instruction in the core academic program for all students (Tier I), intervention and prevention support for those who need it (Tier II), and intensive support for those who are most in need (Tier III).

The State differentiates its support accordingly to assist schools and districts to meet the needs of English Language Learners (ELLs). As with students with disabilities, the State's support programs provide training and coaching for how to meet the needs of all learners, starting with core instruction (Tier I). However, many ELLs need two types of Tier II intervention—one that is academically focused and one that is linguistically focused. ISDE has provided tools, resources, and guidance in these areas.

Similar to what has already been described above, the State's support programs broker resources to ensure that schools and districts are matched with the supports they need. For example, if a Capacity Builder is working with local leadership and identifies a need to improve outcomes for ELLs, the Capacity Builder would connect the school or district to training opportunities and external expertise available from ISDE or institutions of higher education.

Additionally, if a school is struggling with meeting the needs of ELLs, ISDE will identify this need as it evaluates the local improvement plan. The State's Title III Coordinator participates in review of school improvement plans in order to provide feedback for the needs of the schools and districts.

These design elements in the Statewide System of Support ensure that the needs of all ELLs are addressed, but especially in schools in the One- and Two-Star categories in which the State is working most directly.

For students with disabilities (SWDs), ISDE provides training and coaching regarding how to best support these students. The ISDE makes sure schools and districts have the support and expertise they need to best meet the needs of their students. For example, if a school in the One-Star category needs support with SWDs, the Idaho Building Capacity Project targets Capacity Builders whose area of expertise is in Special Education for that school.

Or, for example, if training in such things as secondary transitions, identification of specific learning disabilities, or supporting the instructional needs of students with significant cognitive impairments is needed, schools are connected with experts at ISDE or institutions of higher education who can provide that training.

2.A.i.d. Did the SEA provide a plan that ensures that the system will be implemented in LEAs and schools no later than the 2012-2013 school year?

Idaho is well positioned to implement this system by 2012-13 given the Students Come First legislation enacted in 2011 and as evidenced by the documentation presented elsewhere in this section. This legislation as well as initiatives such as adopting a growth model comprises the foundation of Idaho's Next-Generation Accountability System. The Students Come First legislation has been repealed. ~~There are only a few elements needing to be changed or accommodated within Idaho State Board of Education Rules to fully implement his system. Those requirements are identified throughout this document.~~

The public reporting schema (district, school, and student growth reports) is close to be finalized as are the growth components detailed in Section 2.A.a. are required for the pay for performance

laws. That reporting structure will be completely in place, as required by state law, in Summer 2012.

ISDE has determined the data analysis procedures and performance framework necessary to identify and implement the rewards and sanctions for schools and districts beginning in 2012-13. While the procedures for the identification of schools that are persistently low-performing will be new for the 2012-13 school year, the interventions and Statewide System of Support activities that will take place are built on existing programs and processes that have previously been successful in Idaho, such as the work done with the School Improvement Grant (SIG). These programs and processes will require only minor modifications, in most cases, and all of them will be ready for implementation in 2012-13.

2.A.ii Select the option that pertains to the SEA and provide the corresponding information, if any.

Option A	**Option B**
☒ The SEA only includes student achievement on reading/language arts and mathematics assessments in its differentiated recognition, accountability, and support system and to identify reward, priority, and focus schools.	☐ If the SEA includes student achievement on assessments in addition to reading/language arts and mathematics in its differentiated recognition, accountability, and support system and to identify reward, priority, and focus schools, it must: a. provide the percentage of students in the "all students" group that performed at the proficient level on the State's most recent administration of each assessment for all grades assessed; and b. include an explanation of how the included assessments will be weighted in a manner that will result in holding schools accountable for ensuring all students achieve college- and career-ready standards.

2.B SET AMBITIOUS BUT ACHIEVABLE ANNUAL MEASURABLE OBJECTIVES

Select the method the SEA will use to set new ambitious but achievable annual measurable objectives (AMOs) in at least reading/language arts and mathematics for the State and all LEAs, schools, and subgroups that provide meaningful goals and are used to guide support and improvement efforts. If the SEA sets AMOs that differ by LEA, school, or subgroup, the AMOs for LEAs, schools, or subgroups that are further behind must require greater rates of annual progress.

Option A	Option B	Option C
☒ Set AMOs in annual equal increments toward a goal of reducing by half the percentage of students in the "all students" group and in each subgroup who are not proficient within six years. The SEA must use current proficiency rates based on assessments administered in the 2010–2011 school year as the starting point for setting its AMOs. i. Provide the new AMOs and an explanation of the method used to set these AMOs.	☐ Set AMOs that increase in annual equal increments and result in 100 percent of students achieving proficiency no later than the end of the 2019–2020 school year. The SEA must use the average statewide proficiency based on assessments administered in the 2010–2011 school year as the starting point for setting its AMOs. i. Provide the new AMOs and an explanation of the method used to set these AMOs.	☐ ☒ Use another method that is educationally sound and results in ambitious but achievable AMOs for all LEAs, schools, and subgroups. i. Provide the new AMOs and an explanation of the method used to set these AMOs. ii. Provide an educationally sound rationale for the pattern of academic progress reflected in the new AMOs in the text box below. iii. Provide a link to the State's report card or attach a copy of the average statewide proficiency based on assessments administered in the 2010–2011 school year in reading/language arts and mathematics for the "all students" group and all subgroups. (Attachment 8)

Option ~~C~~A:

2.B. Option ~~C~~A: Did the SEA ~~describe another method that is educationally sound and results in ambitious but achievable AMOs for all LEAs, schools, and subgroups?~~ set AMOs in annual equal increments toward a goal of reducing by half the percentage of students in the "all students" group and in each subgroup who are not proficient within six years?

i. Did the SEA provide the new AMOs and the method used to set these AMOs?

Annual Measurable Objectives:

~~The~~ AMOs in general are imbedded in Idaho's system with~~are imbedded~~ in each of the metrics in the matrix as well as for the overall performance of schools and districts as part of the Star Rating system. The Star Rating system is a compensatory framework that serves as the primary process for making school improvement determinations. However, Idaho has established specific Annual Measurable Objectives (AMOs) to complement the Star Rating System and ensure that schools are progressing. ~~Idaho wanted to clearly distinguish high-performing and reward schools and, therefore, intentionally set the bar for the highest eligible points at a high threshold for all metrics.~~

~~Going forward, Idaho may request to adjust these targets when three years of data has been captured and when the new Common Core State Standards assessments are administered. Given that the Idaho statewide longitudinal data system has been in existence just 2 years, a longitudinal comparison is not possible at this time. Also, some metrics, such as college entrance/placement exams were given for the first time in 2012 and so longitudinal data is not available. Therefore, all metrics that were available were set based on a 2010-11 data and current Idaho State Board of Education strategic goals. It is clear that longitudinal performance provides a more complete picture and will allow the State to set targets that more accurately reflect higher standards.~~

~~In addition to benchmarks embedded within the achievement targets, Idaho will also set an Achievement Annual Measurable Objective (AMO) using a combination of Option A and C.~~
Table 25
AMO Targets
~~Table 25~~
~~AMO Targets~~
~~Table 25~~
~~AMO Targets~~
illustrates the progression Idaho has put into place for the AMOs that are specific to required ESEA subgroups.

Table 25
AMO Targets

	2012	Final Goal	Difference from 2012 to 2018	Annual Rate of Change Required	Reading Annual Measurable Objectives 2013	2014	2015	2016	2017	2018
All Students	89.8%	94.9%	5.1%	0.9%	90.7%	91.5%	92.4%	93.2%	94.1%	94.9%
African American	77.6%	88.8%	11.2%	1.9%	79.5%	81.3%	83.2%	85.1%	86.9%	88.8%
Asian	89.0%	94.5%	5.5%	0.9%	89.9%	90.8%	91.8%	92.7%	93.6%	94.5%
American Indian	78.1%	89.1%	11.0%	1.8%	79.9%	81.8%	83.6%	85.4%	87.2%	89.1%
Hispanic	81.0%	90.5%	9.5%	1.6%	82.6%	84.2%	85.8%	87.3%	88.9%	90.5%
Native Hawaiian /Pacific. Islander	90.0%	95.0%	5.0%	0.8%	90.8%	91.7%	92.5%	93.3%	94.2%	95.0%
White	91.9%	96.0%	4.1%	0.7%	92.6%	93.3%	93.9%	94.6%	95.3%	96.0%
Limited English Proficiency	56.1%	78.1%	22.0%	3.7%	59.8%	63.4%	67.1%	70.7%	74.4%	78.1%
Economically Disadvantaged	85.2%	92.6%	7.4%	1.2%	86.4%	87.7%	88.9%	90.1%	91.4%	92.6%
Students with Disabilities	54.0%	77.0%	23.0%	3.8%	57.8%	61.7%	65.5%	69.3%	73.2%	77.0%

~~Table 25~~
~~AMO Targets~~
~~a. AMOs for Reading~~

	2011	Final Goal	Difference from 2011 to 2017	Annual Rate of Change Required	Reading Annual Measurable Objectives 2012	2013	2014	2015	2016	2017
All Students	88.6%	94.3%	5.7%	1.0%	89.6%	90.5%	91.5%	92.4%	93.4%	94.3%
African American	77.7%	88.9%	11.2%	1.9%	79.6%	81.4%	83.3%	85.1%	87.0%	88.9%
Asian	87.9%	94.0%	6.1%	1.0%	88.9%	89.9%	90.9%	91.9%	92.9%	94.0%
American Indian	76.8%	88.4%	11.6%	1.9%	78.7%	80.7%	82.6%	84.5%	86.5%	88.4%
Hispanic	78.1%	89.1%	11.0%	1.8%	79.9%	81.8%	83.6%	85.4%	87.2%	89.1%
Native Hawaiian/ Pacific Islander	87.3%	93.7%	6.4%	1.1%	88.4%	89.4%	90.5%	91.5%	92.6%	93.7%
White	91.0%	95.5%	4.5%	0.8%	91.8%	92.5%	93.3%	94.0%	94.8%	95.5%
Limited English Proficiency	50.2%	75.1%	24.9%	4.2%	54.4%	58.5%	62.7%	66.8%	71.0%	75.1%
Economically Disadvantaged	83.4%	91.7%	8.3%	1.4%	84.8%	86.2%	87.6%	88.9%	90.3%	91.7%
Students with	48.9%	74.5%	25.6%	4.3%	53.2%	57.4%	61.7%	65.9%	70.2%	74.5%

Disabilities		

Table 25
AMO Targets
~~Table 25~~
~~AMO Targets~~
a. AMOs for Reading

	2012	Final Goal	Difference from 2012 to 2018	Annual Rate of Change Required	Math Annual Measurable Objectives 2013	2014	2015	2016	2017	2018
All Students	81.7%	90.9%	9.2%	1.5%	83.2%	84.8%	86.3%	87.8%	89.3%	90.9%
African American	61.5%	80.8%	19.3%	3.2%	64.7%	67.9%	71.1%	74.3%	77.5%	80.8%
Asian	85.2%	92.6%	7.4%	1.2%	86.4%	87.7%	88.9%	90.1%	91.4%	92.6%
American Indian	65.0%	82.5%	17.5%	2.9%	67.9%	70.8%	73.8%	76.7%	79.6%	82.5%
Hispanic	69.2%	84.6%	15.4%	2.6%	71.8%	74.3%	76.9%	79.5%	82.0%	84.6%
Native Hawaiian /Pacific. Islander	81.0%	90.5%	9.5%	1.6%	82.6%	84.2%	85.8%	87.3%	88.9%	90.5%
White	84.7%	92.4%	7.7%	1.3%	86.0%	87.3%	88.5%	89.8%	91.1%	92.4%
Limited English Proficiency	45.5%	72.8%	27.3%	4.5%	50.0%	54.6%	59.1%	63.7%	68.2%	72.8%
Economically Disadvantaged	75.2%	87.6%	12.4%	2.1%	77.3%	79.3%	81.4%	83.5%	85.5%	87.6%
Students with Disabilities	37.7%	68.9%	31.2%	5.2%	42.9%	48.1%	53.3%	58.5%	63.7%	68.9%

~~Table 25~~
~~AMO Targets~~
~~b. AMOs for Math~~

	2011	Final Goal	Difference from 2011 to 2017	Annual Rate of Change Required	Math Annual Measurable Objectives 2012	2013	2014	2015	2016	2017
All Students	80.8%	90.4%	9.6%	1.6%	82.4%	84.0%	85.6%	87.2%	88.8%	90.4%
African American	63.5%	81.8%	18.3%	3.0%	66.5%	69.6%	72.6%	75.7%	78.7%	81.8%
Asian	85.3%	92.7%	7.4%	1.2%	86.5%	87.8%	89.0%	90.2%	91.4%	92.7%
American Indian	64.3%	82.2%	17.9%	3.0%	67.3%	70.3%	73.2%	76.2%	79.2%	82.2%
Hispanic	67.3%	83.7%	16.4%	2.7%	70.0%	72.8%	75.5%	78.2%	80.9%	83.7%
Native Hawaiian/ Pacific Islander	80.1%	90.1%	10.0%	1.7%	81.8%	83.4%	85.1%	86.7%	88.4%	90.1%

White	83.9%	92.0%	8.1%	1.3%	85.2%	86.6%	87.9%	89.3%	90.6%	92.0%
Limited English Proficiency	41.6%	70.8%	29.2%	4.9%	46.5%	51.3%	56.2%	61.1%	65.9%	70.8%
Economically Disadvantaged	73.5%	86.8%	13.3%	2.2%	75.7%	77.9%	80.1%	82.3%	84.5%	86.8%
Students with Disabilities	37.7%	68.9%	31.2%	5.2%	42.9%	48.1%	53.3%	58.5%	63.7%	68.9%

Table 25
AMO Targets
~~Table 25~~
~~AMO Targets~~
b. AMOs for Math

	2012	Final Goal	Difference from 2012 to 2018	Annual Rate of Change Required	Language Annual Measurable Objectives					
					2013	***2014***	***2015***	***2016***	***2017***	***2018***
All Students	77.9%	89.0%	11.1%	1.8%	79.7%	81.6%	83.4%	85.3%	87.1%	89.0%
African American	61.9%	81.0%	19.1%	3.2%	65.1%	68.3%	71.4%	74.6%	77.8%	81.0%
Asian	81.2%	90.6%	9.4%	1.6%	82.8%	84.3%	85.9%	87.5%	89.0%	90.6%
American Indian	57.5%	78.8%	21.3%	3.5%	61.0%	64.6%	68.1%	71.7%	75.2%	78.8%
Hispanic	62.4%	81.2%	18.8%	3.1%	65.5%	68.7%	71.8%	74.9%	78.1%	81.2%
Native Hawaiian /Pacific. Islander	80.5%	90.3%	9.8%	1.6%	82.1%	83.8%	85.4%	87.0%	88.6%	90.3%
White	81.5%	90.8%	9.3%	1.5%	83.0%	84.6%	86.1%	87.7%	89.2%	90.8%
Limited English Proficiency	32.7%	66.4%	33.7%	5.6%	38.3%	43.9%	49.5%	55.1%	60.7%	66.4%
Economically Disadvantaged	69.8%	84.9%	15.1%	2.5%	72.3%	74.8%	77.4%	79.9%	82.4%	84.9%
Students with Disabilities	36.2%	68.1%	31.9%	5.3%	41.5%	46.8%	52.2%	57.5%	62.8%	68.1%

~~Table 25~~
~~AMO Targets~~
~~c. AMOs for Language~~

	2011	Final Goal	Difference from 2011 to 2017	Annual Rate of Change Required	Language Annual Measurable Objectives					
					2012	***2013***	***2014***	***2015***	***2016***	***2017***
All Students	75.5%	87.8%	12.3%	2.0%	77.5%	79.6%	81.6%	83.7%	85.7%	87.8%
African American	60.3%	80.2%	19.9%	3.3%	63.6%	66.9%	70.2%	73.5%	76.8%	80.2%

Asian	81.3%	90.7%	9.4%	1.6%	82.9%	84.4%	86.0%	87.5%	89.1%	90.7%
American Indian	56.5%	78.3%	21.8%	3.6%	60.1%	63.8%	67.4%	71.0%	74.6%	78.3%
Hispanic	58.7%	79.4%	20.7%	3.4%	62.1%	65.6%	69.0%	72.5%	75.9%	79.4%
Native Hawaiian/ Pacific Islander	77.3%	88.7%	11.4%	1.9%	79.2%	81.1%	83.0%	84.9%	86.8%	88.7%
White	79.1%	89.6%	10.5%	1.7%	80.8%	82.6%	84.3%	86.1%	87.8%	89.6%
Limited English Proficiency	27.1%	63.6%	36.5%	6.1%	33.2%	39.3%	45.3%	51.4%	57.5%	63.6%
Economically Disadvantaged	66.2%	83.1%	16.9%	2.8%	69.0%	71.8%	74.7%	77.5%	80.3%	83.1%
Students with Disabilities	29.4%	64.7%	35.3%	5.9%	35.3%	41.2%	47.1%	52.9%	58.8%	64.7%

Table 25
AMO Targets
~~Table 25~~
~~AMO Targets~~
c. AMOs for Language

Method for Setting AMOs:

~~Subject~~	~~Current 2011-12 AMOs for AYP~~	~~Gap to 100%~~	~~Yearly Increase (Half of Gap/6 years)~~	~~2011-12 Goal~~	~~2012-2013 Goal~~	~~2013-2014 Goal~~
~~Reading~~	~~85%~~	~~15~~	~~1.3~~	~~85%~~	~~86%~~	~~88%~~
~~Mathematics~~	~~83%~~	~~17~~	~~1.4~~	~~83%~~	~~84%~~	~~86%~~
~~Language Usage~~	~~75%~~	~~25~~	~~2~~	~~75%~~	~~77%~~	~~79%~~

To establish AMOs, Idaho calculated the ~~Schools were ranked based on the cumulative~~ percentage of students that were proficient or advanced in each subject area and sub-population in Spring 201~~2~~1 ~~and~~ as the starting point, since these AMOs were established as an amendment to Idaho's originally approved waiver plan ~~for 2011-12 was set at the current AMOs for Adequate Yearly Progress as allowed under a waiver granted by the U.S. Department of Education for each subject area (reading, mathematics and language usage)~~. The AMOs provided in Table 25
AMO Targets
~~Table 25~~
~~AMO Targets~~
~~Table 25~~
~~AMO Targets~~
are then set to increase toward the goal of reducing by half the percentage of students ~~who are not proficient within six years. of students~~ in the "all students" group and in each subgroup who are not proficient within six years. The charts provide actual performance in 201~~2~~1, the final goal that would be necessary to reduce the achievement gap by half within six years, and the

annual rate necessary to close the gap and reach the long-term goal. The annual rate is then applied to annual targets for each subject and sub-population.

Special Rule – Safe Harbor:
A school that is performing at some distance from the AMO target presumably is at a disadvantage in terms of the scope and magnitude of the achievement gap it must close. Theoretically, it may be making strong gains in achievement, while still not attaining the set AMOs. Therefore, Idaho will employ a "Safe Harbor" rule in the calculation of AMOs. Safe Harbor permits a school to be considered to have met the AMO for any given year if it (a) performs at or above the AMO target or (b) if it decreases the number of students performing below the proficient level by 10 percentage points in the current year compared to the previous year. The latter (option b) is Safe Harbor and is indicated by an annual performance increase of 10 percent more of the students in any given subgroup performing at the proficient or advanced level when compared to the previous school year. For example, if a the target is 94%, and if a school is performing at 70% proficient/advanced in the previous year, and if the school attains 81% proficient/advanced in the current year, then the Safe Harbor rule will show that the AMO was met through Safe Harbor. The AMO will not count against the school.

Other Considerations for AMOs:
Idaho ~~has set these targets for only three years with the expectation of resetting~~ anticipates there will be a need to revise and reset the AMO targets when the new Common Core State Standards assessment(Smarter Balanced Assessment) goes into effect (2014-2015). The AMOs will be reported on the school and district report card for all required ~~at the overall level and for each~~ ESEA subgroups (e.g., all students, ~~including all races and~~ all ethnicity groups, students with ~~L~~limited English ~~P~~proficient~~t~~cy, ~~and~~ students who are economically disadvantaged, ~~eligible for Free or Reduced Lunch~~ and students with disabilities ~~and the At-Risk Subgroup~~.

Schools with an overall rating of Three-Star or lower ~~will be~~are required to ~~build into their~~implement Continuous Improvement ~~Plan (Three Star)~~, Rapid Improvement ~~Plan~~, ~~(Two Star)~~ or Turnaround ~~Plan~~plans, according to the Star Rating business rules. Schools in these categories will be expected to develop strategies within their improvement ~~(One Star) a~~ plans that specifically address how to meet the academic needs for ~~reaching the AMOs for~~ any subgroups ~~or overall group that does not reach the target~~for which the AMO was missed. ~~Further, the WISE tool indicators will be structured to focus on the AMOs in reading, language usage and mathematics.~~ Any school with a Four or Five-Star rating that missed one or more AMOs in any given year will have to develop a locally overseen plan for how to improve performance in the missed area(s). If AMOs are missed for two consecutive years in the same subject area and by the same subgroup, the school is required to submit an AMO Continuous Improvement Plan to their ~~state~~district that addresses how it will meet the needs of student subgroups for which the AMOs were missed. The district then is to submit an assurance to the state that the school has sufficiently addressed the AMO deficiency. In addition, any Five-Star School that fails to meet an AMO in any subject at the overall or subgroup level will not be eligible for the classification of a Highest Performing School.

As such, the combination of AMOs for all required ESEA subgroups with the Star Rating System requirements ~~new rating system~~ will actually hold more schools accountable than the ~~existing~~ previous ESEA framework. Under the ~~current~~ previous ESEA framework, 202 schools ~~are~~ were identified for improvement, corrective action, or restructuring. More than 400 schools were ~~are~~ not identified for any improvement activities. In other words, less than 35% of the schools in the State were ~~are~~ identified for improvement. Using the Star Rating performance framework, all schools will be held accountable. According to the 2011-2012 Star Ratings, 40% of all the State's schools were identified for the requirements associated with the Continuous Improvement Plan (other schools – 25% of all schools), Rapid Improvement Plan (focus schools – 9% of all schools, 11% of Title I schools), or Turnaround Plan (priority schools – 5% of all schools, 5% of Title I schools). The Star Rating performance framework does not limit Idaho's ability to hold LEAs accountable; it increases it.

To further support progress toward attainment of AMOs, any Five- and Four-Star schools that ~~miss the AMO for their At-Risk Subgroup or~~ have an Annual A~~a~~chievement ~~g~~Gap (AAG) between their At-Risk Subgroup and the rest of their student population greater than that obtained by the rest of Idaho's ~~Two-Star~~Focus Schools over two consecutive years, must submit a Continuous Improvement Plan that addresses the At-Risk Subgroup gap and the actions the school will take to improve this area of performance.

For a school to exit these requirements, the school must implement the Continuous Improvement Plan for a minimum of one year, maintain a Three-, Four- or Five-Star rating and ~~have~~ either meet the AMO for their ~~At-Risk Subgroup~~required ESEA subgroups or have closed the Annual Achievement Gap (AAG) ~~achievement gap~~ between their At-Risk Subgroup and the rest of their student population to be less than Idaho's Two-Star Schools.

Idaho expects all schools, including those that are Four-Star and Five-Star schools ~~that do not miss AMOs for the At-Risk Subgroup~~, to ensure a plan is put into place to address any ESEA subgroup (N>=25) that misses the AMO target for two consecutive years. This plan ~~could include~~will conform to the requirements of the ~~a~~ Continuous Improvement Plan that~~as~~ is required for Three-Star Schools ~~or it could include a specialized plan created by the district to address the specific needs of the subgroup to improve performance~~. This plan will be monitored and administered by the district, and then submitted to the state.

Other Measurable Objectives:

Idaho's Star Rating System has objectives that are implicit to its design and which are in addition to the required ESEA AMOs. They provide points to schools based on achievement on state tests, growth for all students on state tests, growth for at-risk students on state tests, and other post-secondary readiness metrics. Going forward, Idaho may request to adjust specific AMO targets provided above as well as the implicit objectives within the Star Rating System when three years of data has been captured and when the new ~~Common Core State Standards~~Smarter Balanced assessments are administered. Given that the Idaho statewide longitudinal data system has been in existence just 2 years, a longitudinal comparison is not possible at this time. Also, some metrics, such as college entrance/placement exams were given for the first time in 2012 and so longitudinal data is not available. Therefore, all metrics that were available were set based on a 2010-11 data and current Idaho State Board of Education strategic goals. It is clear that

longitudinal performance provides a more complete picture and will allow the State to set targets that more accurately reflect higher standards.
The following explains how the implicit objectives within the Star Rating System function.

Achievement: ISDE set the bar for excellence at a high threshold. In 2010-2011, a total of 511 schools had at least 84% of their students as proficient or advanced in reading, 139 in language usage and 290 in mathematics. A total of 6 schools received all points possible for proficiency distribution as illustrated in Table 26~~Table 26Table 26~~.

Table 26

2010-2011 Proficiency Distribution of Schools and Districts

Points	Percent Proficient and Advanced in Reading	Schools (*N=622*)
5	95% - 100%	88
4	84% - 94%	423
3	65% - 83%	100
2	41% - 64%	11
1	≤40%	-
Points	**Percent Proficient and Advanced in Math**	**Schools (*N=622*)**
5	95% - 100%	26
4	84% - 94%	264
3	65% - 83%	290
2	41% - 64%	32
1	≤ 40%	10
Points	**Percent Proficient and Advanced in Language Usage**	**Schools (*N=616*)**
5	95% - 100%	4
4	84% - 94%	135
3	65% - 83%	400
2	41% - 64%	67
1	≤ 40%	14

Growth to Achievement: The Idaho Growth Model was newly introduced to the State during 2011. Calculations for the **normative growth elements** have been made and Student Growth

Reports have been distributed to schools and districts. The Median Student Growth Percentiles (SGP) is a normative measure; therefore, a normative distribution is the outcome. In other words, the total median growth of schools is relative to the growth by other schools with similarly performing students in the State. However, the Adequate Student Growth Percentile (AGP) is a **criterion referenced growth target** that is relative to the proficiency target and the performance of each student. The necessary growth for each student is then combined for a median AGP.

The Growth to Achievement metric sets goals high for all schools. Schools with a high percentage of students who are already proficiency are still expected to make growth. The targets for schools not making the median growth percentile are higher than for those schools that are already have high achievement. Yet, the Growth to Achievement metric still allows the State to place a strong emphasis on growth for all students within the accountability system. Idaho has adapted and is using the Student Growth Percentiles and growth formula first adopted and implemented by Colorado, and strongly researched by both, the SGP author, Damian Betebenner, and Colorado's team. Idaho's adaptation includes use of the foundations of Colorado's model and Adequate Student Growth Percentile (AGP) formulas for this metric as well as for Growth to Achievement Gaps metric.

Schools will be evaluated on whether the Median Student Growth Percentile (SGP) was greater than the Median Adequate Growth Percentile (AGP, considered adequate growth to get to the target within three years or by 10th grade). Schools with a SGP greater than the calculated AGP will follow one trajectory while those schools that have shown a lesser AGP than the SGP will have a steeper trajectory.

This is due to the emphasis placed on moving students who are farther behind faster. The distribution of the points for school is shown in Table 27~~Table 27~~~~Table 27~~.

Table 27
Adequate Growth Flowchart

DID THE SCHOOL MEET THE ADEQUATE GROWTH PERCENTILE?
SGP≥AGP?

Yes, met Adequate Growth Percentile (SGP≥AGP)		No, did not meet Adequate Growth Percentile (SGP<AGP)	
Median Student Growth Percentile (SGP)	Points	Median Student Growth Percentile (SGP)	Points
66-99	5	70-99	5
52-65	4	61-69	4
43-51	3	51-60	3
30-42	2	36-50	2
1-29	1	1-35	1

Illustrated in Table 28~~Table 28Table 28~~ is the 2010-11 Growth to Achievement point distribution among Idaho schools. Clearly, this metric will present a challenge for most Idaho schools to get to the highest point distributions with only 5% of schools that met AGP also having SGP growth high enough to earn 5 points in each subject.

Table 28
2010-2011 Growth to Achievement Point Distribution

Subject	Met AGP		Did not meet AGP	
Total Possible Points	Schools	Districts	Schools	Districts
Reading	(*N=576*)	(*N=132*)	(*N=8*)	(*N=1*)
5	13	2	-	-
4	225	48	-	-
3	266	72	-	-
2	72	10	1	-
1	-	-	7	1
Mathematics	(*N=525*)	(*N=125*)	(*N=58*)	(*N=8*)
5	41	3	-	-
4	216	50	-	-
3	189	58	1	-

2	79	14	26	5
1	-	-	31	3
Language Usage	(*N=525*)	(*N=125*)	(*N=55*)	(*N=8*)
5	20	-	-	-
4	217	45	-	-
3	239	74	1	-
2	49	6	30	4
1	-	-	24	4

Growth to Achievement Gaps: Growth to Achievement Gaps calculations are made identically to the Growth to Achievement metric except that it is also done for each subgroup performance (Free and Reduced Lunch eligible, minority students, students with disabilities, and Limited English Proficient students). Idaho uses an approach to ensure students most at risk are identified in some way. Idaho will combine the subgroups to ensure those students' growth to achievement is built into the accountability matrix. Under the current system and without this grouping, it is possible and happens frequently for small subgroups of students to only be accounted for in the overall calculations and, therefore, masking their performance or gaps.

Shown in Table 29~~Table 29Table 29~~ is the distribution of Growth to Achievement Gaps when using 2010-11 data. This table also shows the increase in schools and districts with an At-Risk Subgroup vs. when only ESEA subgroups are used.

Table 29
2010-2011 Growth to Achievement Subgroup Point Distribution

Subject	**At-Risk Subgroup**		**Had All Four Subgroups**	
Range of Possible % Points	Schools	Districts	Schools	Districts
Reading	(*N=497*)	(*N=85*)	(*N=40*)	(*N=36*)
80 – 100%	140	22	-	-
60 – 79%	185	44	2	9
40 – 59%	135	16	23	25
20 – 39%	37	3	15	2
Mathematics	(*N=497*)	(*N=86*)	(*N=41*)	(*N=35*)

80 – 100%	169	24	2	1
60 – 79%	161	33	7	3
40 – 59%	123	24	19	25
20 – 39%	44	5	13	6
Language Usage	(*N=483*)	(*N=87*)	(*N=58*)	(*N=34*)
80 – 100%	145	21	-	-
60 – 79%	204	34	14	-
40 – 59%	124	27	30	27
20 – 39%	10	5	14	7

This metric again clearly illustrates that fewer schools and districts are at the highest point ranges showing the targets are ambitious.

Postsecondary and Career Readiness: The metrics in this part of the accountability matrix are embedded in the Idaho State Board of Education's ("State Board") strategic goals.

- Graduation Rate: The State Board set the high school graduation rate target at 90%. Therefore, the metric awards schools and districts that achieve at least 90% graduation rate with the highest amount of points. In 2010-11, the graduation rate distribution for Idaho schools and districts included 138 schools and 97 districts achieving a 90% graduation rate or better.

  Conversely, the lowest point award is for a graduation rate of 60% or lower. This threshold was selected to mirror and aspect of the priority school definition in the waiver. Table 30~~Table 30Table 30~~ details the distribution of graduation rates among Idaho schools and districts.

Table 30
Total Number of Schools Achieving
Graduation Rate Distributions for 2010-2011

Graduation Rates	Schools (*N=166*)
90% - 100%	135
81% - 89%	14

71% - 80%	5
61% - 70%	2
≤ 60%	10

- College Entrance/Placement Examinations: Idaho will implement a requirement for all 11th graders to take the SAT, ACT, ACCUPLACER, or COMPASS tests in Spring 2012. At present, the only data the State has is for the self-selected population of students who have previously taken one of these tests. Presented in Table 31~~Table 31Table 31~~ are data from the past two years of performance on these exams. Starting in 2012, the State will have data for all students on one of these assessments.

Table 31
College Entrance/Placement Exam Composite Scores and Total Students Participating

College Entrance/Placement Exams	State Composite Score (2009-10)	Total Students (2009-10)	State Composite Score (2010-11)	Total Students (2010-11)
SAT	1509	3,336	1598	3,557
ACT	21.8	10,647	21.7	11,321
COMPASS	NA		NA	12,412
ACCUPLACER	NA	98	NA	231

Prior to Spring 2012, students were not required to take any of these exams. In Spring 2012, the requirement will go into effect and the State signed a contract to offer the SAT or ACCUPLACER free to all students. COMPASS composite scores were not collected by the State or available from ACT for 2009-10 or 2010-11.

Idaho established a benchmark score having the highest probability that a student will not need remediation in entry-level college mathematics and English courses and the metric will give points for the percentage of students that reach these set benchmarks. For example, the College Board has established that a composite score of 1550 on the SAT indicates an increased probability of success in college.

This benchmark will be evaluated by ISDE to determine the score where students are best prepared for college and professional technical courses at Idaho institutions of higher education. During spring 2012, the Idaho colleges and universities convened to agree upon a

set cut-score for the ACCUPLACER. That score is used for this measure. The benchmarks for the ACT and COMPASS were set based on ACT's research on scores that demonstrate the best possibility for success in college level courses.

Given that these exams were administered to all Idaho public school students for the first time in Spring 2012, it is expected the overall performance will be lower. Also given the need to set AMOs at ambitious but achievable levels, Idaho has chosen to set the points eligible within this metric at a lower target initially. After the first two years of administration of these exams, Idaho will reevaluate the distribution of the percentage of students meeting those benchmarks and coordinate with Idaho's colleges and universities to determine if the benchmarks need to be reconsidered.

- Advanced Opportunities is also a State Board strategic goal. As noted earlier, Idaho has not only set targets for providing more students more advanced study opportunities, but has also formalized those goals in the form of funding for up to 36 credits of dual credit enrollment for students who have met all graduation requirements before their senior year.

- Under this AMO, Idaho set two ambitious goals. First, the points available are based on the percentage of the total eligible population (defined as all juniors and seniors) taking at least one advanced study opportunity defined as an Advanced Placement (AP), International Baccalaureate (IB), dual credit, or tech prep course. The State Board's strategic plan goals for each of these opportunities are varied. Illustrated in Table 32~~Table 32Table 32~~ are the Board's goals, the current percentage of students engaging in advanced opportunities, and the percentage of the students taking classes in which they received a grade of C or better for the course.

Table 32
State Board Strategic Goals for Advanced Opportunities and 2010-2011 Statewide Numbers

Advanced Opportunity	State Board Goals (Percent of Students)	2010-11 Statewide Percent of Students	2010-11 Percent of Students Achieving C or better
AP	10%	7.7%	92%
IB	No goal	1.2%	89.4%
Dual Credit	25%	12.0%	Collection begins March 2012

Tech Prep	27%	22.9%	Collection begins March 2012

2010-11 AP data are the percent of students taking an AP exam, not enrolled in an AP course.

Given the varied data on this metric and the low numbers of participants currently, Idaho believes that it has set an ambitious but attainable goal. Further, Idaho is committed to not only providing opportunities but to ensure that those opportunities transcend into positive outcomes for students; thus the inclusion of a passing grade. These goals will be reconsidered after two years of data are available and after evaluation of the success of offering these opportunities throughout the State.

Table 33
Point Matrix for Advanced Education Opportunities

Advanced Opportunity Eligible Points	Percent Completing an Advanced Opportunity Course with C or better				
Percent Completing Advanced Opportunity	90%-100%	75%-89%	60%-74%	40%-59%	≤ 39%
50 - 100%	5	5	3	2	1
25% - 49%	5	4	3	2	1
16% - 24%	4	4	3	2	1
6% - 15%	3	2	2	1	1
≤ 5%	1	1	1	1	1

Participation Rate: Idaho subscribes to the importance of including all students so much so that this metric was determined to override all other performance and growth by a school or district if a 95% goal is not met at all ESEA subgroups and all student levels.

Schools and districts must test 95% of all students and all subgroups in reading, mathematics and language usage. This goal was set as a continuation the current law set in Idaho Administrative Code (IDAPA 08.02.03.112.04.b).

ii. Did the SEA provide an educationally sound rationale for the pattern of academic progress reflected in the new AMOs?

The rationale for each target set was outlined in Section 2.B.i above. The current performance of schools as well as the increasing goals set for the State, were balanced to provide ambitious yet attainable goals throughout all the metrics. The final Star Designation for each school and district is the cumulative effect of the all the metrics and thereby validly results in the schools designated needing the greatest intervention by the State and impacted school district. As noted throughout the related description, the AMOs will be reexamined when additional data become available and goals will be reset to continue the progression of performance standards expected for the high performance for all schools and districts.

iii. If the SEA set AMOs that differ by LEA, school, or subgroup, do the AMOs require LEAs, schools, and subgroups that are further behind to make greater rates of progress?

Idaho does not require different AMOs for districts, schools, or subgroups. However, the Adequate Student Growth Percentile within the Growth to Achievement and Growth to Achievement Gaps metrics requires more growth by those students that are further behind in order to have made adequate growth.

iv. Did the SEA attach a copy of the average statewide proficiency based on assessments administered in the 2010-2011 school year in reading/language arts and mathematics for the "all students" group and all subgroups? (Attachment 8)

Included in Attachment 8 is a detailed description of the average Statewide proficiency for all students and subgroups in reading and mathematics. The Idaho Report Card can be found at: http://devapps.sde.idaho.gov/ReportCard/Results?Scope=state&SchoolYearId=8&DistrictCode=999&SDESchoolCode=999.

However, at present Idaho uses an indexing formula to calculate proficiency for Adequate Yearly Progress (AYP). Under this formula, basic students are counted as 0.5 proficient. Therefore, the percentage of proficient and advanced students is more accurately represented in Attachment 8. Idaho no longer uses AYP so there are no indexing of students currently.

2.C REWARD SCHOOLS

2.C.i Describe the SEA's methodology for identifying highest-performing and high-progress schools as reward schools.

Currently in Idaho, two awards are given annually by the Idaho State Board of Education for the highest-performing and highest-progress schools. Both awards are based on a school's performance on the ISAT and the ISAT-Alt. This reward system will change under Idaho's application for ESEA Flexibility. Idaho will replace its current reward system with one based on the Star Rating System in which schools will be recognized based on two categories of recognitions: highest-performing and high-progress. All schools, including Title I schools, may attain recognition in either category. A school must be recognized in one of these categories in order to be nominated for national awards, such as the National Blue Ribbon Award or Distinguished School Awards. For 2011-2012, the reward schools will be determined based on the ESEA Flexibility definition for Highest-Performing and High-Progress schools and must be rated a Four- or Five-Star School. In 2012-2013 and beyond, the Highest-Performing and Highest-Progress reward schools will be defined through the following criteria.

Highest-Performing Schools:

Recognition - The Star Rating System is compensatory, meaning that to attain Four or Five Stars, a school must have high absolute performance in the all students group for Reading, Math, and Language Arts. In addition, the school must demonstrate strong performance in student growth and, where applicable, measure of secondary school success such as graduation rate.

Therefore, the Star Rating performance framework is used as the metric to determine Highest-Performing Schools. A Highest-Performing School is one that meets the following criteria:

- In the most recent three years has been rated with a Five-Star Rating for at least two out of three years, AND
- With only two years of Star Rating data, the schools must have been rated with a Five or Four Star in the past two years, rather than a Five Star in two out of the last three years.
- The remaining year attained no less than a Four-Star Rating, AND
- Meet the AMOs in all subjects for overall students and all ESEA Subgroups, AND
- Be among the top five percent of Title I schools in the all students proficiency, AND
- Be among the top ten percent of Title I schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups, AND

High-Progress Schools:

As with Highest-Performing Schools, High-Progress Schools will be determined using the Star Rating Performance Framework. A school that attains a rating of Three Stars or less has demonstrated areas of performance that need to be improved. Improvement over time will result in changes on the Star Rating Scale. A High-Progress School is one that has met the following criteria:

- Previously attained a Three-Star Rating or less for two or more consecutive years, AND

- In the most recent two years has improved to and consecutively maintained a Four-Star Rating or better, AND
- Be among the top five percent of Title I schools in the all students proficiency, AND
- Be among the top third of Title I schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups, AND
- Be among the top third of Title I schools in the lowest achieving subgroup proficiency and at-risk subgroup proficiency, AND
- Be among the Title I schools making the most progress in increasing graduation rates.

Financial Rewards:

The use of Title I funds, such as those authorized under ESEA Section 1117(c)(2), in connection with the recognition of rewards schools will be limited to Title I schools receiving that recognition. Additionally, ISDE plans to conduct two focus groups (regionally) in Fall 2012 with stakeholders to solicit suggestions for additional reward strategies for High-Performing and High-Progress schools and to assess the potential support (as well as the likelihood of being able to implement same) for the additional strategies that are put forth. The goal of this effort is to determine a richer, fuller range of potential rewards.

All Highest-Performing and High-Progress schools will be granted flexibility in numerous areas. First, they may use the WISE Tool optionally, if they desire to do so, at no cost to the district or school. Second, they may access Statewide System of Support services and programs at their option. Third, they are not required to set aside Title I funds for professional development, but they are given the optional flexibility to do so.
Fourth, they are not required to report on State funding alignment. In these ways, reporting burdens have been reduced for these schools and financial flexibility will be granted consistent with Title I requirements.

2.C.ii Provide the SEA's list of reward schools in Table 2.

Idaho has produced a list of star ratings for all schools. A de-identified list of priority, focus, and reward schools are provided in Table 2. In summer 2012, Idaho provided an appeal process, in the same format as the current Adequate Yearly Progress (AYP) appeals, whereby districts re viewed the underlying data in a secure setting and appealed any discrepancies. Now that this appeal process is completed, Idaho is providing a comprehensive star rating list for the U.S. Department of Education.

2.C.iii Describe how the SEA will publicly recognize and, if possible, reward highest-performing and high-progress schools.

Five-Star Schools will be announced at the same time the ISDE announces statewide

accountability results for all schools (typically August annually). Members of the Idaho State Board of Education will publicly recognize Five-Star Schools in a schoolwide assembly in September or October of each year. Five-Star Schools will receive public recognition in three ways:

- Statewide announcement in August/September;
- Schoolwide assembly in September/October; and
- Symbol of recognition, such as a flag flown outside their school or a plaque to be hung at the school.

In addition, staff in Five-Star Schools will receive financial rewards (Title I funds will not be awarded to non-Title I schools). ~~Idaho has implemented a statewide pay-for-performance plan for certificated staff at school buildings. One way in which staff can earn pay-for-performance bonuses is if entire schools reach specific achievement or normative growth goals. Staff in Five-Star Schools will participate in these financial rewards since they will be identified as the Highest-Performing and High-Progress schools statewide.~~Pay for performance legislation has been repealed with the Students Come First legislation.

In refining the awards system, ISDE has consulted extensively and will continue to consult with members of the Idaho State Board of Education, representatives of the community, and representative of districts in focus groups in determining the key ways in which to recognize schools and districts.

2.D PRIORITY SCHOOLS

2.D.i Describe the SEA's methodology for identifying a number of lowest-performing schools equal to at least five percent of the State's Title I schools as priority schools.

Did the SEA describe its methodology for identifying a number of lowest-performing schools equal to at least five percent of the State's Title I schools as priority schools?

Priority Schools are identified as those schools that receive a One-Star rating as described in Section 2.A.i based on the achievement of the all students group, the growth to achievement of all students, the growth to achievement of the identified subgroups and, if a high school, through the postsecondary and career readiness measures.
Through this comprehensive measure of student achievement, student growth, growth to standards, growth by students in subgroups, and how well schools are preparing students for postsecondary and career readiness, a more accurate picture is presented regarding schools that are the lowest-performing schools in Idaho. A One-Star rating does meet the ESEA Flexibility definition of "priority school," which is a school that, based on the most recent data available, has been identified as among the lowest-performing schools in the State.

The total number of One-Star Schools in Idaho for 2012-2013 includes 5.04% or 21 of the 417 Title I schools in the State. All schools designated as priority schools in Table 2 are priority

schools for purposes of this request and must implement the interventions required of One-Star schools, regardless of their star rating. Across this request, all references to and requirements of One-Star schools apply to all schools designated as priority schools in Table 2 as well.

One-Star schools meet the definition of a priority school as found under the Peer Review Guidance. The One-Star schools, although based on a multitude of measures rather than just achievement, include the same lowest five percent of Title I schools in terms of all student proficiency, all Title I or Title I eligible school with a graduation rate of less than 60%, and the Tier I and Tier II schools currently using SIG funds to implement school intervention models with very few exceptions. Only two high schools have a < 60% graduation rate two years in a row. Both of these schools are classified as a One-Star school and, therefore, will implement the sanctions outlined for One-Star schools. Idaho's graduation rate is lagged; therefore, 2010-2011 data is the most current data and the data being used in the 2011-2012 star rating system.

There were eight schools that received SIG funds. Of those eight, two are identified as One Star, two as a Two Star, two as Three Star, and two as a Four Star school. Given that the interventions implemented by the SIG have been in place for two years now, improvement by these schools should be expected. Further, these measures ensure that the improvement is illustrated through a continuous growth rather than just achieving the benchmark for one year. All current SIG schools are also identified as priority schools for based on 2011-2012 data regardless of their star rating.

2.D.ii Provide the SEA's list of priority schools in Table 2.

Does the SEA's request include a list of its priority schools? (Table 2)

As noted in 2.C.ii, Idaho has produced a list of star ratings for all schools. The aggregate data for that preliminary designation is included in Table 2. A de-identified list of priority, focus, and reward schools are provided in Table 2. In summer 2012, Idaho provided an appeal process, in the same format as the current Adequate Yearly Progress (AYP) appeals, whereby districts reviewed the underlying data in a secure setting and appealed any discrepancies. Now that this appeal process is completed, Idaho has produced a list of all One Star schools for the U.S. Department of Education. The total number of One Star Schools in Idaho for 2012-2013 includes 5.04% or 21 of the 417 Title I schools in the State. Five percent or 21 Title I schools have been identified as priority schools for the purposes of this waiver regardless of their star rating.

a. *Did the SEA identify a number of priority schools equal to at least five percent of its Title I schools?*

As noted in 2.C.ii, Idaho has produced a list of star ratings for all schools. The aggregate data for that designation is included in Table 2. A de-identified list of priority, focus, and reward schools are provided in Table 2. In summer 2012, Idaho provided an appeal process, in the same format

as the current Adequate Yearly Progress (AYP) appeals, whereby districts reviewed the underlying data in a secure setting and appealed any discrepancies. Now that this appeal process is completed, Idaho has produced a list of all One Star schools for the U.S. Department of Education. The total number of One Star Schools in Idaho for 2012-2013 includes 5.04% or 21 of the 417 Title I schools in the State. Five percent or 21 Title I schools have been identified as priority schools for the purposes of this waiver regardless of their star rating.

b. Did the SEA's methodology result in the identification of priority schools that are —

(i) among the lowest five percent of Title I schools in the State based on the achievement of the "all students" group in terms of proficiency on the statewide assessments that are part of the SEA's differentiated recognition, accountability, and support system, combined, and have demonstrated a lack of progress on those assessments over a number of years in the "all students" group;

(ii) Title I-participating or Title I-eligible high schools with a graduation rate less than 60 percent over a number of years; or

(iii) Tier I or Tier II schools under the School Improvement Grants (SIG) program that are using SIG funds to fully implement a school intervention model?

The State has verified this in the following five steps : 1) a list was created providing Star Ratings for the schools on the next generation accountability system metric described in Section 2.A.i.; 2) the Star Rating list was compared to the current Tier I and Tier II schools utilizing School Improvement Grant funds to implement a school intervention model; 3) the Star Rating list was compared to a rank ordered list of Title I schools with a <60% graduation rates; 4) the Star Rating list was compared to a rank ordered list of Title I schools by the all students proficiency on ISAT reading and mathematics; 5) a cumulative chart was created to illustrate any differences in the Star Rating list with the comparison lists.

As would be expected with different metrics, there are slight differences in the lists as outlined above.

2.D.iii Describe the meaningful interventions aligned with the turnaround principles that an LEA with priority schools will implement.

Are the interventions that the SEA described aligned with the turnaround principles and are they likely to result in dramatic, systemic change in priority schools?

The interventions Idaho plans to use are aligned to the Turnaround Principles defined in ESEA Flexibility. Each intervention is designed to improve the academic achievement of students in Idaho's One-Star Schools and will be selected based on input from families and community members. Idaho aligned its interventions to the Turnaround Principles, as defined in the ESEA

Flexibility guidance.

a. Do the SEA's interventions include all of the following?

Every One-Star School is required to write a Turnaround Plan, with the assistance of the State and a turnaround coach. The school's district and the State are responsible for making sure the school implements the Turnaround Plan effectively. If the plan is found not to be effective during the turnaround process, the One-Star School must work with its district and State to make changes accordingly.

Before the One-Star School writes a Turnaround Plan, the State conducts an Instructional Core Focus Visit. Staff from the ISDE visits the school and its district to collect evidence of practice. This evidence shapes the Turnaround Plan.

Before the One-Star School or district creates its Turnaround Plan, the district must choose one of the permissible Turnaround Models. The following are the Turnaround Model options:

- **Transformation model**, which addresses areas critical to transforming persistently low-achieving schools. These areas include: developing teacher and principal leader effectiveness (depending on the track record of the principal, this could mean replacing the current administrator), implementing comprehensive instructional reform strategies, extending learning time and creating community connections, and providing operating flexibility and sustained support.

- **Turnaround model**, which includes, among other actions, replacing the principal and rehiring up to 50% of the school's staff, adopting a new governance structure, and implementing an instructional program that is research-based and vertically aligned from one grade to the next as well as aligned with the State's academic standards.

  A turnaround model may also implement other strategies such as any of the required and permissible activities under the transformation model or a new school model (e.g., themed, dual language academy).

- **Restart model**, in which a district converts the district public school to a charter school or closes and reopens it under the management of an education management organization (EMO) that has been selected through a rigorous review process. Such a school is still entirely accountable to the local school board for the results it produces.

- **School closure**, in which the district closes the school and enrolls the students who attended the school in other higher-achieving schools in the district.

- **Governance Partnership Model,** in which the district partners with an external entity to implement the Turnaround Principles and transform the governance of the school. This may include:

  - Agreeing to utilize services provided directly to the district by the State in lieu of a

State takeover in which a diagnostic review is conducted and services are tailored specifically to the context of the school and district;
  - Purchasing the services of a lead turnaround partner that will utilize research-based strategies, that has a proven record of success with similar schools, and which shall be a key participant and decision-maker in all aspects of developing and collaborative executing the turnaround plan;

- **Special Rule for District Charter Schools:** For a district charter school, renegotiate and significantly restructure the school's charter pending approval by the Idaho Public Charter School Commission in order to implement the Turnaround Principles or revoke the charter and close the district charter school.

After choosing a Turnaround Model, the One-Star School and its district develop a Turnaround Plan. The Turnaround Plan provides the framework for analyzing problems, identifying underlying causes and addressing instructional issues in the school and district that have led to persistently low student achievement outcomes.

The plan must incorporate strategies based on scientifically based research that will strengthen the core academic subjects in the school and address the specific academic issues that caused the school to be identified for the Turnaround Plan category.

The One-Star School must use the State's WISE Tool to write its Turnaround Plan. The WISE (Ways to Improve School Effectiveness) Tool is a web-based system for school improvement planning. The WISE Tool is made up of ~~88~~ 129 indicators. Each indicator is tied to research on how to effectively improve student achievement for all students, including English language learners, students with disabilities and low-achieving students.

In addition to requirements the One-Star School must implement through its Turnaround Plan, the State also places requirements on districts in which a One-Star School is identified. The district must use the WISE Tool for district improvement planning and begin implementing research-based strategies in its lowest-performing schools. Strategies may include addressing governance and staffing. Through this planning process, the State makes sure the district is responsible for the success of the One Star School and every school within the district.

The Turnaround Principles, as defined in the ESEA Flexibility guidance, are embedded in the WISE Tool indicators. During the local and state review of the Turnaround Plan in the WISE Tool, the rubric will provide a score for the plans created for each separate Turnaround Principle. Here are the ways in which improvement efforts for One-Star Schools are aligned to the Turnaround Principles:

> *(i) providing strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the SEA that the*

current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;

1- The One-Star School must evaluate the performance of the current principal when it selects a Turnaround Model. The State conducts an Instructional Core Focus Visit to evaluate current practices in the school and in the District.

   The Focus Visit includes an analysis of the current leadership at the school level and recommendations are made to the district leadership regarding the performance of the principal. The district must then take the recommendations of the State into account.

2- If the district chooses to retain the principal, it must describe its evidence and rationale for doing so in ~~the Transformation Toolkit indicators related to school leadership~~ a letter of affirmation that addresses the following~~.~~:

Letter of Affirmation from the Superintendent or School Board in support of the current principal continuing as the turnaround leader in a Priority school should include:

A Letter of Assurance from a trustee approving the letter of affirmation. If the board writes the letter of affirmation they should include the assurance within the letter.

Examples of how the principal have satisfied the seven Turnaround Principles are listed below:

1) **Ensuring that teachers are effective and able to improve instruction** – the letter should include confidence that the standards of teaching are being adhered to through observations and annual evaluations of teachers. Include evidence that teachers have been put on improvement plans when needed or other actions that address unsatisfactory teacher performance.

2) **Redesigning the school day, week or year to include additional time for student learning and teacher collaboration** – the letter could include discussion of how the principal has redesigned the school schedule to meet the needs of the lowest performing subgroups, may also include how the principal has utilized resources to provide opportunities for teacher collaboration.

3) **Strengthening the school's instructional program based on student needs** – the letter could contain evidence that the principal is a regular participant in teacher collaboration meetings and other Professional Learning Communities within the school. It may also include how the principal uses data to analyze the specific needs of students in order to provide interventions that have led to increased achievement.

4) **Using data to make decisions to improve student learning and to plan professional development to increase teacher effectiveness** – the letter may include evidence of how data is being used to inform professional development decisions. For instance, how the principal collects observation data in order to plan the specific professional development needed to increase teacher effectiveness in the classroom.

5) **Establishing a school environment that improves school safety and discipline** – the letter may include how discipline issues have improved during the principals tenure. It may also include supportive data and perceptions from students, staff, and/or parents communicating how safe the school currently feels.

6) **Addressing academic and non-academic factors that impact student achievement, such as student's social, emotional and health needs** – the letter may include support from the school counselor, nurse or other student support staff. It may also include support from students, parents and/or community members on their perception that the principal is meeting the academic and non-academic needs of students.

7) **Providing ongoing opportunities for family and community engagement** – the letter may include the increased attendance rates at family and community school events. The letter might also address the ways in which the principal has encouraged families to participate in school sponsored activities.

For additional information and examples of research-based leadership practices consult the WISE Tool Indicators and WISE Ways.

Full implementation of Priority expectations will be in place for the 2014-2015 school year. Letters of Affirmation and Assurance must be received by the ISDE no later than the start of the school year for those Priority schools that are not replacing their principals.

3- Under the WISE Tool, One-Star Schools must develop a leadership team structure that addresses school governance policies and incorporates the school improvement plan into these policies. If necessary, the school should address the principal's flexibility in the areas of scheduling, staff, curriculum and budget. Teachers in the school as well as the district and State must be involved in the development of the plan.

(ii) ensuring that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; and (3) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs;

1- The One-Star School must evaluate the performance of all staff when it selects

a Turnaround Model. The State conducts an Instructional Core Focus Visit to evaluate current practices in the school and in the district. The Focus Visit includes an analysis of the current school staff and quality of instruction in the school.

2- In 2011, the State passed a law giving building principals more authority over the staff who work in their school. Under Idaho Code 33-523, principals can refuse the transfer or hire of a teacher in their school. In this way, the instructional leader of the school is empowered to prevent ineffective teachers from transferring into a One-Star School.

3- Through the school improvement planning process in the WISE Tool, One-Star Schools are required to plan for professional development based on the needs of the students in the school and the school staff. The plan must account for the relationship between classroom observations and professional development needs that targets specific areas of student performance.

The plan must include job-embedded, ongoing professional development opportunities based on the school's evaluation and performance data. One-Star Schools are required to set aside 10% of Title I funds to support professional development activities for staff.

(iii) redesigning the school day, week, or year to include additional time for student learning and teacher collaboration;

Through the WISE Tool, a One-Star School is required to address the school schedule and additional time for student learning and teacher collaboration in its school improvement plan. Here are examples of specific indicators that schools may use to address these matters:

- Instructional Teams meet for blocks of time (4 to 6 hour blocks, once a month; whole days before and after the school year) sufficient to develop and refine units of instruction and review student learning data.
- The principal plans opportunities for teachers to share their strengths with other teachers.
- Teachers individualize instruction based on pre-test results to provide support for some students and enhanced learning opportunities for others.
- The principal spends at least 50% of his/her time working directly with teachers to improve instruction, including classroom observations.

(iv) strengthening the school's instructional program based on student needs and ensuring that the instructional program is research-based, rigorous, and aligned with State academic content standards;

The most important factor in turning around the One-Star School is improving the quality of instruction to ensure the school is meeting the needs of every student, including English language learners, students with disabilities and low-achieving

students. Through the WISE Tool, a One-Star School is required to strengthen the school's instructional program so it meets students' needs, is based on research and aligned to Idaho's content standards which now include the Common Core State Standards.

Here are examples of some of the indicators in the WISE Tool. Every indicator in the WISE Tool is tied to research. See http://www.indistar.org/about/brochure/indistarbrochure.pdf.

- Objectives are leveled to target learning to each student's demonstrated prior mastery based on multiple points of data (i.e., unit tests and student work).

- Instructional Teams develop standards-aligned units of instruction for each subject and grade level.
- Units of instruction include standards-based objectives and criteria for mastery.
- The principal keeps a focus on instructional improvement and student learning outcomes.

(v) using data to inform instruction and for continuous improvement, including by providing time for collaboration on the use of data;

Through the WISE Tool, a One-Star School is required to ~~use~~ describe its plans and implementation efforts in the use of data to inform instruction for continuous improvement. Here are a few examples of indicators in the WISE Tool that require the use of data to inform instruction and time for teachers and staff to collaborate on the use of data:

- The school's Leadership Team regularly looks at school performance data and aggregated classroom observation data to make decisions about school improvement and professional development needs.
- Yearly learning goals are set for the school by the Leadership Team, utilizing student learning data.
- Instructional Teams use student learning data to plan instruction.
- Units of instruction include pre-/post-tests to assess student mastery of standards-based objectives.
- Unit pre-tests and post-tests are administered to all students in the grade level and subject covered by the unit of instruction.

- Teachers individualize instruction based on pre-test results to provide support for some students and enhanced learning opportunities for others.
- Teachers re-teach based on post-test results.
- Instructional Teams meet for blocks of time (4 to 6 hour blocks, once a month; whole days before and after the school year) sufficient to develop and refine units of instruction and review student learning data.
- The principal plans opportunities for teachers to share their strengths with other teachers.

(vi) *establishing a school environment that improves school safety and discipline and addressing other non-academic factors that impact student achievement, such as students' social, emotional, and health needs; and*

Through the WISE Tool, a One-Star School is required to develop and implement a plan for a supportive learning environment that improves school safety and discipline and ensures teachers and staffs address students' social, emotional, and health needs. Here are some of the WISE Tool indicators that address these matters:

- All teachers verbally praise students.
- All teachers interact socially with students (noticing and attending to an ill student, asking about the weekend, inquiring about the family).
- Office and support staff are trained to make the school a 'welcoming place' for parents.
- All teachers display classroom rules and procedures in the classroom.
- All teachers correct students who do not follow classroom rules and procedures.
- All teachers reinforce classroom rules and procedures by positively teaching them.

(vii) providing ongoing mechanisms for family and community engagement?

One-Star Schools are expected to develop and implement plans that provide ways in which the family and community can engage in the school improvement process. Specifically, the WISE Tool includes the following indicators:

- The principal offers frequent opportunities for staff and parents to voice constructive critique of the school's progress and suggestions for improvement.
- All teachers maintain a file of communication with parents.
- All teachers systematically report to parents the student's mastery of specific standards-based objectives.
- Professional development programs for teachers include assistance in working effectively with parents.
- Professional development programs for teachers include assistance in working effectively with parents.
- All-school events include parent-child interactive activities.
- Office and support staff are trained to make the school a "welcoming place" for parents.
- The school's Compact is annually distributed to teachers, school personnel, parents, and students.
- The "ongoing conversation" between school personnel and parents is candid,

supportive, and flows in both directions.

American Indian Tribes - Special Provision: For districts on or near tribal lands and with significant numbers of American Indian students enrolled in a One-Star School, the district must ensure it engages the tribe throughout the planning for the turnaround model and implementation process of the turnaround principles. ISDE will create a planning space within the WISE Tool that specifically allows the school and district to document the engagement of the local tribal community in addition to the existing planning indicators.

ISDE expects the school board to intentionally and formally seek input on policy and governance decisions regarding school turnaround and continuous support.

ISDE has a comprehensive process for ensuring alignment of the turnaround principles with the requirements expected of schools and districts. The seven turnaround principles are listed and numbered below for reference.

1. providing strong leadership by: (1) reviewing the performance of the current principal; (2) either replacing the principal if such a change is necessary to ensure strong and effective leadership, or demonstrating to the SEA that the current principal has a track record in improving achievement and has the ability to lead the turnaround effort; and (3) providing the principal with operational flexibility in the areas of scheduling, staff, curriculum, and budget;

2. ensuring that teachers are effective and able to improve instruction by: (1) reviewing the quality of all staff and retaining only those who are determined to be effective and have the ability to be successful in the turnaround effort; (2) preventing ineffective teachers from transferring to these schools; and (3) providing job-embedded, ongoing professional development informed by the teacher evaluation and support systems and tied to teacher and student needs;

3. redesigning the school day, week, or year to include additional time for student learning and teacher collaboration;

4. strengthening the school's instructional program based on student needs and ensuring that the instructional program is research-based, rigorous, and aligned with State academic content standards;

5. using data to inform instruction and for continuous improvement, including by providing time for collaboration on the use of data;

6. establishing a school environment that improves school safety and discipline and addressing other non-academic factors that impact student achievement,

such as students' social, emotional, and health needs; and

7. providing ongoing mechanisms for family and community engagement.

District:
As described in the plan, priority schools and their districts will be required to create and implement a turnaround plan that is connected with the diagnostic review that occurs during the Instructional Core Focus Visit, and which the district must oversee and approve prior to State review. To clarify the alignment process, the following draft elements are being provided. First, the basic WISE Tool plan includes many indicators at the LEA and school level. These are organized by cluster. The district has three main clusters in which planning already occurs:

A. District Context and Support for School Improvement - Improving the school within the framework of district support
B. District Context and Support for School Improvement - Taking the change process into account
C. District Context and Support for School Improvement - Clarifying district-school expectations

When a district has a school that is required to implement a turnaround plan (i.e., priority schools), the district must also plan for the following cluster of indicators:
D. District Turnaround Plan Support

This fourth cluster requires districts to create plans (i.e., objectives and tasks) and monitor implementation for the turnaround principles using the following indicators:

~~Draft~~ LEA Turnaround Plan Indicators	Turnaround Principle #
For each school in the turnaround plan category, the district ensures that the chosen Turnaround Model option (e.g., transformation model, Restart, etc.) reflects the particular strengths and weaknesses of the school.	n/a
The LEA examines its policies and makes modifications as needed to provide operational flexibility for principals in order to support school turnaround plans in key areas (e.g., scheduling, staff, curriculum, and budget).	1
The LEA reviews the capacity of principals in schools required to implement turnaround plans and determines whether an existing principal has the necessary competencies to lead the turnaround effort (e.g., based on his/her track record or leadership capacity) or whether the principal needs to be replaced with a stronger, more effective leader.	1
The LEA ensures that a school leadership team made up of the principal and diverse staff representatives is in place to make decisions of substance in schools required to implement turnaround plans.	1
For schools required to implement turnaround plans, the LEA aligns professional development with identified needs as based upon staff evaluation results, student performance, and other pertinent sources of data.	2
The LEA reviews the quality of all staff members in schools required to implement turnaround plans and retains only those who have the ability to support the turnaround plan.	2
The LEA has policies and practices in place that prevent ineffective teachers from transferring to schools that are required to implement turnaround plans.	2
The LEA allocates resources (e.g., financial and human capital) to support extended learning time in schools required to submit turnaround plans.	3

These district indicators directly align to turnaround principles 1, 2, and 3 and are in addition to planning in the general indicators of the WISE Tool in order to ensure that all turnaround principles are specifically addressed.

School:
At the school level, the basic WISE Tool has four clusters of indicators. They are:
A. School Leadership and Decision Making

B. Curriculum, Assessment, and Instructional Planning
C. Classroom Instruction
D. School Community

In addition to planning in the basic set of indicators, schools that must implement a turnaround plan (i.e., priority schools) must create plans (i.e., objectives and tasks) and monitor implementation for the turnaround principles using the following indicators:

~~Draft~~ School Turnaround Plan Indicators	Turnaround Principle #
The principal reviews the quality of all staff members in schools required to implement turnaround plans and retains only those who have the ability to support the turnaround plan.	2
The school leadership team ensures that job-embedded, ongoing professional development is provided to teachers, which is informed by the teacher evaluation and support system and is tied to teacher and student needs.	2
The school leadership team evaluates the school schedule yearly and redesigns the schedule to include time for extended learning opportunities for students.	3
The school leadership team evaluates the school schedule yearly and redesigns the schedule to include sufficient time for teacher collaboration.	3
The school has established a team structure for collaboration among all teachers with specific duties and time for instructional planning.	3
The school leadership team ensures that the core instructional program is research-based, rigorous, and aligned with State academic content standards.	4
The school leadership team regularly monitors and makes adjustments to continuously improve the core instructional program based on identified student needs.	4
The school leadership team and staff collaboration teams have a plan for using data to inform decisions about the instructional core and continuous, system-wide improvement.	5
The school leadership team ensures that the school environment is safe and supportive (i.e., it addresses non-academic factors, such as social and emotional well-being).	6
The school leadership team provides ongoing mechanisms for families and the community to be meaningfully engaged in decisions that impact school improvement and the school environment.	7

The indicators included in the turnaround plan will reflect the turnaround principles and will be planned for at the school and district level. School plans will be reviewed for quality by district leadership. District plans will be reviewed for quality by the Statewide System of Support team. The review process will use a rubric to score the quality of the objectives, tasks, and monitoring of implementation. A rubric in draft form is attached (Attachment 29).

b. Has the SEA identified practices to be implemented that meet the turnaround principles and are likely to —

(i) increase the quality of instruction in priority schools;

Every One-Star School must submit a Turnaround Plan to the LEA and the State using the WISE Tool, a web-based school improvement planning tool. The indicators in the WISE Tool are aimed at improving student achievement through creating higher-quality instruction. Each indicator is tied to research-based practice.

(ii) improve the effectiveness of the leadership and the teaching in these schools; and

The One-Star School will improve the effectiveness of leadership and teaching by creating and implementing a Turnaround Plan and through one-on-one support from the State. The WISE Tool provides detailed steps that every One-Star School will take to improve leadership and the quality of teaching through its Turnaround Plan.

Specific indicators in the WISE Tool emphasize behavioral research regarding what effective principals must do to effect change in a school, including developing a leadership team and using data to guide instruction.

These indicators are then connected to the use of the Danielson Framework for Teaching as an evaluation tool and the analysis of student achievement data to make sure the school is getting results.

The State also puts support structures in place to customize support for each One-Star School and the LEA that oversees it. The Idaho Building Capacity Project provides an external coach to a school and its district. The ISDE selects coaches, or Capacity Builders, from a pool of retired school administrators who have demonstrated excellence in instructional leadership in the past. The Capacity Builder works with the leader and leadership team in a school and at the district level to prompt thinking, instill internal knowledge and skills, and assist the school and the district as they evaluate the effectiveness of school improvement efforts. With this one-on-one support, the State is responsive to the One-Star School's needs and makes sure the school is effectively implementing its Turnaround Plan.

(iii) improve student achievement and, where applicable, graduation rates for all students, including English Learners, students with disabilities, and the lowest-achieving students?

The indicators that One-Star Schools must use in their Turnaround Plans are tied to research-based practices that have been proven to raise achievement for all students, including English Learners, students with disabilities, and the lowest-achieving students. Through the indicators, teachers must use data to guide and individualize instruction to meet student needs. The principal, as the instructional leader, is responsible for evaluating the classroom teacher and student achievement data to make sure goals are met for all students. The State must approve the school's Turnaround Plan and will remain involved in monitoring student progress.

c. Has the SEA indicated that it will ensure that each of its priority schools implements the selected intervention for at least three years?

Once identified, a school will remain a One-Star School (i.e., a priority school in the Turnaround Plan status) for at least three years, unless it meets the exit criteria defined in Section 2.D.v. During that period, plans will be overseen by the district, approved by the State and monitored by both the State and the district. Schools may exit from the State requirements (i.e., plan approval, Focus Visits, Title I set-asides, extended learning time and notification of enrollment options) of priority status one year early if they meet the exit criteria of two consecutive years at a Three-Star rating or higher (after initial identification); however, they must continue to implement the turnaround principles identified in the school and district plan for a minimum of three years. If a priority school continues in this status for more than three years, the State will intervene as necessary in district leadership functions in order to ensure the school is turned around. Table 34~~Table 34~~~~Table 34~~ depicts the entrance and exit process and the sequence of years related to the One-Star school's Turnaround Plan requirements.

2.D.iv Provide the timeline the SEA will use to ensure that its LEAs that have one or more priority schools implement meaningful interventions aligned with the turnaround principles in each priority school no later than the 2014–2015 school year and provide a justification for the SEA's choice of timeline.

Table 34
School Level Turnaround Plan Timeline for Entrance, Requirements, and Exit[18]

Plan Timeline & When the Status Takes Effect	School Requirements	LEA Requirements
School year prior to the school year during which the first One-Star rating is earned	*Depends on Star Rating Level*	*Depends on Star Rating Level*

[18] Star Ratings lag one school year behind the year in which they are earned because assessment data are produced each Spring and reported in the summer prior to the following school year. For example, if during the Spring testing window for 2011-12, a school performed in such a way as to earn a Three Star rating, the Three Star rating would go into effect for 2012-13, immediately after the Spring data are finalized and released.

Turnaround Plan - Year 1 *For those schools identified as Priority Schools in Table 2*	<u>Fall 2012</u> Participate in Instructional Core Focus Visit <u>Winter 2012/Spring 2013</u> Create school level Turnaround Plan aligned with turnaround principles and other state requirements	<u>Fall 2012</u> Participate in Instructional Core Focus Visit Enroll district and school in appropriate technical assistance programs Choose school Turnaround Option Create district level plan for school turnaround principles <u>Winter 2012/Spring 2013</u> Oversee the development of school level Turnaround Plan Review school level Turnaround Plan for approval before submission to the State
Plan Timeline & When the Status Takes Effect	**School Requirements**	**LEA Requirements**

Turnaround Plan - Year 1 *The year following the second One-Star rating for all other schools*	Fall 2013 and beyond Participate in Instructional Core Focus Visit Notify parents of enrollment options Provide extended learning time Winter 2013/Spring 2014 and beyond Create school level Turnaround Plan aligned with turnaround principles and other state requirements	Fall 2013 and beyond Participate in Instructional Core Focus Visit Enroll district and school in appropriate technical assistance programs Choose school Turnaround Option Create district level plan for school turnaround principles Winter 2013/Spring 2014 and beyond Oversee the development of school level Turnaround Plan Review school level Turnaround Plan for approval before submission to the State
Turnaround Plan - Year 2 *Consecutive year after "Turnaround Plan – Year 1"*	Full implementation of school level Turnaround Plan aligned with turnaround principles and other state requirements Submit updates and revisions to Turnaround Plan	Provide continuous support and monitoring of school level Turnaround Plan aligned with turnaround principles and other state requirements Review updates and revisions to school level Turnaround Plan for approval before re-submission to the State If principal was not replaced the LEA will provide evidence based on criteria through a letter of affirmation as earlier described to the state of principals ability to lead the turnaround.

Turnaround Plan - Year 3 *Consecutive year after "Turnaround Plan - Year 2", unless the exit criteria is met.*	Turnaround Plan - Year 3 (Continuing) Continue full implementation of school level Turnaround Plan aligned with turnaround principles and other state requirements Submit updates and revisions to Turnaround Plan	Provide continuous support and monitoring of school level Turnaround Plan aligned with turnaround principles and other state requirements Review updates and revisions to school level Turnaround Plan for approval before re-submission to the State
Plan Timeline & When the Status Takes Effect	**School Requirements**	**LEA Requirements**
Turnaround Plan - Year 3 *Consecutive year after "Turnaround Plan - Year 2", unless the exit criteria is met.*	Turnaround Plan - Year 3 (Exited) *If a Three-Star rating or higher has been reached in both Turnaround Plan – Years 1 and 2, the school may exit the Turnaround Plan State requirements (see above) one year early, but must continue to implement the turnaround principles included in the school and district plan for Turnaround Plan Year 3.*	Monitor continued implementation of turnaround principles in the school and provide continuous support.
Turnaround Plan - Year 4 *Consecutive year after "Turnaround Plan - Year 3"*	n/a	If a school has not met the exit criteria of two consecutive years at Three-Star rating or higher by the end of Turnaround Plan – Year 3, the State will intervene as appropriate with district governance according to the district context and leadership capacity at the central office and school board

2.D.iv. Is the SEA's proposed timeline for ensuring that LEAs that have one or more priority schools implement meaningful interventions aligned with the turnaround principles in each priority school no later than the 2014-2015 school year reasonable and likely to result in implementation of the interventions in these schools?

Idaho's proposed timeline for ensuring that districts that have one or more priority schools implement meaningful interventions aligned with the turnaround principles in

each priority school no later than the 2014-2015 school year is reasonable and is likely to result in implementation of the interventions in these schools.

The State will ensure that districts implement meaningful interventions in One-Star Schools (i.e., a Priority School) over the course of a graduated process to occur no later than 2014-2015. Because of the emphasis on district responsibility and capacity, the timeline articulates the actions that the state will take to inform districts regarding the identification of their schools. Then, the timeline allows the State sufficient time to conduct the Instructional Core Focus Visits that will be required to make determinations about leadership capacity and develop recommendations for local planning.
After the recommendations from the Instructional Core Focus Visits, the timeline allows districts sufficient time to plan for district requirements, consult with families and the community, and to make important decisions regarding school governance. Once the district has completed the actions required of it, the timeline details the particulars required for school level planning.

- *Does the SEA's proposed timeline distribute priority schools' implementation of meaningful interventions aligned with the turnaround principles in a balanced way, such that there is not a concentration of these schools in the later years of the timeline?*

As detailed in Table 35~~Table 35Table 35~~, the timeline targets state, district, and school activities that will occur in order that the Turnaround Principles will be implemented in schools by 2014-2015; implementation efforts will continue in 2015 and beyond. The timeline does not distribute schools differentially or save all aspects of implementation for the latter years of the timeline. All schools identified will follow the timeline on Table 34.

Table 35
Turn Around Principles Timeline

Timeframe	Agency	Action
Spring 2012 – Spring 2014	SEA	Continue implementing school turnaround models in persistently low-achieving schools identified under the School Improvement Grant 1003(g) requirements; monitor implementation; support district and school turnaround efforts through technical assistance and various programs
Spring 2012	SEA	Identify first year of schools achieving One Star according to new performance framework; notify districts of school ratings
Fall 2012	SEA	Conduct statewide training on requirements for new accountability system and transitional elements; provide guidance to Districts regarding the requirements and Turnaround Principles that are expected to be implemented in schools which are in the Turnaround Plan category
School Year 2012 – 2013	SEA	Continue implementation of existing NCLB accountability requirements for all schools until Star Rating system takes full effect All schools identified as Priority Schools in Table 2 based off of data from

		the 2011-2012 school year are Priority Schools for the purpose of this waiver request and must begin implementing all requirements of One-Star schools starting in the 2012-2013 school year regardless of their Star Rating as outlined in Table 33.
Summer 2013	SEA	For all other schools not identified as Priority Schools in Table 2, notify districts of schools within their districts that are identified in the Turnaround Plan category (i.e., a Priority School) based on two years of One-Star Rating
Timeframe	**Agency**	**Action**
Fall 2013	SEA	For all other schools not identified as Priority Schools in Table 2, conduct Instructional Core Focus Visits in Turnaround Plan schools; provide recommendations to districts regarding school and district leadership capacity, instructional practices, and governance structures
Fall 2013	LEA	For all other schools not identified as Priority Schools in Table 2, begin providing required services for eligible students in each Turnaround Plan and Rapid Improvement Plan school (e.g., notification of enrollment options, extended learning time) and enroll in appropriate State-sponsored technical assistance programs for the district and school
Fall 2013	LEA	For all other schools not identified as Priority Schools in Table 2, utilize state feedback from Instructional Core Focus Visit; consult with families and the community to gather input regarding School Turnaround Options; decide which School Turnaround Option the district will utilize for each Turnaround Plan school; and begin the district level planning and implementation work required of the school Turnaround Plan.
Winter 2014	SEA	For all other schools not identified as Priority Schools in Table 2, review district level planning components and selection of School Turnaround Option for state approval
Spring 2014	LEA and School	For all other schools not identified as Priority Schools in Table 2, develop school level Turnaround Plan components that account for the Turnaround Principles and any other state required activities
Spring 2014	SEA	For all other schools not identified as Priority Schools in Table 2, review school level planning components of the Turnaround Plan for State approval
Summer 2014	SEA	For schools that are identified as Priority and have not replaced the principal the SEA is to notify LEA of expectation to submit a letter of affirmation and evidence that the priority school principal is the leader that will turnaround the school is due by August.
Summer 2014	LEA	For schools that are identified as Priority and have not replaced the principal that was hired before Priority classification they must submit a letter of affirmation and evidence of principal's ability to lead the turnaround process.

Fall 2014 – Spring 2015	SEA, LEA, & School	For all other schools not identified as Priority Schools in Table 2, full implementation of school level Turnaround Principles in schools that are in the Turnaround Plan category; continuous monitoring, collaboration, and support between school, district, and SEA
Spring 2015 & beyond	SEA	For all other schools not identified as Priority Schools in Table 2, monitor and support implementation of the Turnaround Principles throughout the duration of the period for which the school is identified in the Turnaround Plan category; if the school does not exit from the Turnaround Plan category, make a determination regarding State intervention at the district level

2.D.v Provide the criteria the SEA will use to determine when a school that is making significant progress in improving student achievement exits priority status and a justification for the criteria selected.

Did the SEA provide criteria to determine when a school that is making significant progress in improving student achievement exits priority status?

a. Do the SEA's criteria ensure that schools that exit priority status have made significant progress in improving student achievement?

The exit criteria ensure One-Star Schools have made significant progress. One-Star Schools will remain under the requirements of the Turnaround Plan, once identified, for at least three years in order to fully implement the Turnaround Principles and meaningful interventions, unless they meet the exit criteria. The state has set criteria for removing a school from the One-Star School category (i.e., priority status) once it has made significant progress. The method the State will use to determine if a school or district has met its annual measurable objectives results is a rating scale of one to five stars. This annual rating includes absolute achievement and student growth.

In order to be removed from One-Star School status, a school must achieve a three-star ranking or better for two consecutive years after initial identification.

The exit criteria are based upon two consecutive years of performance in the Star Rating performance framework. The performance framework is comprised of a comprehensive set of metrics (student achievement, student academic growth, secondary opportunities, graduation, etc.). In order to move to a new level (i.e., a higher Star Rating), the school must attain higher scores across multiple measures. Thus, if a school is able to improve its performance and sustain it for two years in a row, it has demonstrated significant progress from its initial identification as one of the lowest-performing schools in the State. The State chose two consecutive years at a Three-Star Rating or better, because Four- and Five-Star schools are high performing and a Three-Star rating places the school in the typical domain of "continuous improvement" where the majority of schools will be working ~~will~~ with LEA oversight. A Three-Star school has demonstrated it does not have the intense need for intervention based upon its performance.

Schools identified as Priority Schools in Table 2 based off of data from the 2011-2012 school year must implement all requirements of One-Star schools starting in the 2012-2013 school year regardless of their Star Rating. To exit this Priority Status, they must implement the interventions for a minimum of three years and must obtain a Star Rating of a 3 Star or higher.

- *Is the level of progress required by the criteria to exit priority status likely to result in sustained improvement in these schools?*

The level of progress required is likely to result in sustained improvement. The State has determined that the exit criteria of two consecutive years achieving a Three-Star ranking or better on the annual measurable objectives is likely to result in sustained improvement. First, this is due to the fact that the school has demonstrated evidence of achievement that is not simply a one year anomaly. Rather, minimum State benchmarks have been met and the system has sustained that level of performance over time.

Second, to achieve a Three-Star rating or better, the school must be demonstrating system-wide improvement in order to impact the multiple sub-domains on the performance framework. Because the exit criteria is based on all four dimensions of the accountability system, when a school receives a higher star rating, it illustrates that the school's performance has improved throughout and includes more than just students reaching proficiency. It includes all student and subgroup growth; growth to proficiency; and, for high schools, it also includes three measures of postsecondary and workforce readiness.

As mentioned in Table 34~~Table 34Table 34~~, if a school has not met the exit criteria by the end of the third year in priority status, the State will intervene as appropriate in district governance. If a school has not improved by that time, the district is considered to be responsible. The intervention with the district will include actions as described in Section 2.A.i.a – Part II within the context of the Instructional Core Focus Visit. The State will diagnose the level of need for a change in governance based on the process described in the Focus Visit and, along with data provided from the three years of planning that did not result in improvement, work with the district, the school board, or the community to make whatever changes are appropriate. The rationale for this theory of action is as follows. Idaho is a local control state. Therefore, while the framework of improvement is guided by State structures the vast majority of actual decisions are ultimately left in the hands of local school boards and district office leaders regarding school improvement, and the State has no authority to remove a school from a district or otherwise take it over. Similarly, the State has no authority to remove the district from the governing authority of the local board of trustees. Therefore, State actions within the context of priority schools must occur within the appropriate statutory constraints of the State's local control context. If the State has

provided all of the technical assistance and support described in the ESEA Flexibility Plan and the school has still not met the criteria to exit from priority status after a period of three years, ISDE will consider the district leadership to have not ensured the implementation of sufficiently rigorous improvement efforts. Thus, recommendation for a change in governance at the district office will be made at the level deemed most appropriate based on the three years of data collected via the monitoring and support relationships developed with the district.

2.E FOCUS SCHOOLS

2.E.i Describe the SEA's methodology for identifying a number of low-performing schools equal to at least 10 percent of the State's Title I schools as "focus schools."

Did the SEA describe its methodology for identifying a number of low-performing schools equal to at least 10 percent of the State's Title I schools as focus schools?

Focus Schools will be identified as those Title I schools that receive a Two-Star rating as described in Section 2.A.i. Through this comprehensive measure of student achievement, student growth, growth to standards, growth by students in subgroups and how well schools are preparing students for postsecondary and career readiness, a more accurate picture is presented regarding schools that are among the lowest-performing in Idaho due to achievement gaps. A Two-Star rating does meet the ESEA definition of "focus school," which is a Title I school in the State that, based on most recent data available, is contributing to the achievement gap in the State. All schools designated as focus schools in Table 2 are focus schools for purposes of this request and must implement the interventions required of Two Star focus schools, regardless of their star rating. Across this request, all references to and requirements of Two Star schools apply to all schools designated as focus schools in Table 2.

The total number of Two Star Schools in Idaho for 2012-2013 includes 11.2% or 47 of the 417 Title I schools in the State. Ten percent or 42 Title I schools in the State have been identified as focus schools for the purposes of this waiver regardless of their star rating.

Idaho has defined Two-Star schools as those that have low subgroup achievement and have a notable proficiency gap for subgroups. This is measured through the growth to achievement and growth to achievement subgroups, as well as subgroup proficiency.

2.E.ii Provide the SEA's list of focus schools in Table 2.

Did the SEA include a list of its focus schools? (Table 2)

a. Did the SEA identify a number of focus schools equal to at least 10 percent of the State's Title I schools?

As noted in 2.C.ii, Idaho has produced a list of star ratings for all schools. The aggregate data for that designation is included in Table 2. A de-identified list of priority, focus, and reward schools are provided in Table 2. In summer 2012, Idaho provided an appeal process, in the same format as the current Adequate Yearly Progress (AYP) appeals, whereby districts reviewed the underlying data in a secure setting and appealed any discrepancies. Now that this appeal process is completed, Idaho has produced a list of all Two Star schools for the U.S. Department of Education.

The total number of Two Star Schools in Idaho for 2012-2013 includes 11.2% or 47 of the 417 Title I schools in the State. Ten percent or 42 Title I schools in the State have been identified as focus schools for the purposes of this waiver regardless of their star rating.

b. In identifying focus schools, was the SEA's methodology based on the achievement and lack of progress over a number of years of one or more subgroups of students identified under ESEA section 1111(b)(2)(C)(v)(II) in terms of proficiency on the statewide assessments that are part of the SEA's differentiated recognition, accountability, and support system or, at the high school level, graduation rates for one or more subgroups?

ISDE identified schools based on the total points awarded in the achievement category, the points awarded for growth to achievement and growth to achievement subgroups and for high schools, graduation rate, advanced opportunities and college entrance and placement exam preparedness. This point matrix created an overall rating for the school which then placed them on the rating scale.

c. Did the SEA's methodology result in the identification of focus schools that have:

(i) the largest within-school gaps between the highest-achieving subgroup or subgroups and the lowest-achieving subgroup or subgroups or, at the high school level, the largest within-school gaps in the graduation rate; or

(ii)a subgroup or subgroups with low achievement or, at the high school level, a low graduation rate?

The State has verified the subgroup performance through the following seven steps: 1) a list was created providing Star Ratings for the schools on the next generation accountability system metric described in Section 2.A.i.; 2) the Star Rating list was compared to a rank ordered list of Title I schools' graduation rates; 3) the Star Rating list was compared to a rank ordered list of Title I schools by the size of the proficiency gaps between highest and lowest achieving subgroups in reading and mathematics; 4) the Star Rating list was compared to a rank ordered list of Title I schools by the lowest achieving subgroup proficiency on ISAT reading and mathematics; 5) the Star Rating list was compared to a rank ordered list of Title I schools by the size of the proficiency gaps between at-risk and not at-risk subgroups in reading and mathematics; 6) the Star Rating list was compared to a rank ordered list of Title I schools by the at-risk subgroup proficiency on ISAT reading and mathematics;, 7) a cumulative chart was created to illustrate any differences in the Star Rating list with the comparison lists.

As noted in the introduction to this waiver, Idaho's population precludes many schools from having reportable subgroups. Idaho has taken a strong approach in looking at subgroups through the combined At-Risk Subgroup. This approach has allowed the Star Rating system to identify gaps for students that would otherwise only be part of an overall calculation. This identification produces a different list of schools than just comparing gaps of lowest and highest performing subgroups, which only affect a small number of schools in Idaho.

d. Did the SEA identify as focus schools all Title I-participating high schools with a graduation rate less than 60 percent over a number of years that are not identified as priority schools?

As noted in 2.C.ii, Idaho has produced a list of star ratings for all schools. The aggregate data for that designation is included in Table 2. A de-identified list of priority, focus, and reward schools are provided in Table 2. In summer 2012, Idaho provided an appeal process, in the same format as the current Adequate Yearly Progress (AYP) appeals, whereby districts reviewed the underlying data in a secure setting and appealed any discrepancies. Now that this appeal process is completed, Idaho has produced a list of all Two Star schools for the U.S. Department of Education. The total number of Two Star Schools in Idaho for 2012-2013includes 11.2% or 47 of the 417 Title I schools in the State. Ten percent or 42 Title I schools in the State have been identified as focus schools for the purposes of this waiver regardless of their star rating.

2.E.iii Describe the process and timeline the SEA will use to ensure that its LEAs that have one or more focus schools will identify the specific needs of the SEA's focus schools and their students and provide examples of and justifications for the interventions focus schools will be required to implement to improve the performance of students who are the furthest behind.

Did the SEA describe the process and timeline it will use to ensure that each LEA identifies the needs of its focus schools and their students and provide examples of and justifications for the interventions the SEA will require its focus schools to implement to improve the performance of students who are furthest behind?

Every Two-Star School is required to write a Rapid Improvement Plan, with the assistance of the ISDE. The school's district and the State are responsible for making sure the school implements the Rapid Improvement Plan effectively. If the plan is found not to be effective during the improvement process, the Two-Star School must work with its district and State to make changes accordingly.

Regardless of the school's Rapid Improvement Plan, the State will require every Two-Star School to notify eligible students and their parents of enrollment options extended learning time opportunities and financial set-asides for professional development to make sure the needs of all low-achieving students are met.

Two-Star Schools must follow this guidance in the school year immediately follow their identification. (See the Timeline in Table 35~~Table 35Table 35~~ for more detailed information.)

The State will define the "professional development set-aside" as a 10 percent set-aside of Title I-A funds at either a school or district level, depending on variables at the district level that is intended to align with the professional growth needs of the staff in a school (or district) consistent with Title I requirements. Further description is provided in section 2.A.i, and rules concerning the set-aside are set forth in Attachment 12.

The Rapid Improvement Plan will provide the framework for analyzing problems, identifying underlying causes and addressing instructional issues in the school and district that have led to achievement gaps and low student achievement outcomes.

The plan must incorporate strategies based on scientifically based research that will close achievement gaps and address the specific academic issues that caused the school to be identified as a Two-Star School.

The Two-Star School must use the State's WISE Tool to write its Rapid Improvement Plan. The WISE (Ways to Improve School Effectiveness) Tool is a web-based system for school improvement planning. The WISE Tool is made up of ~~88~~ 129 indicators. Each indicator is tied to research on how to effectively improve student achievement for all students, including English language learners, students with disabilities and low-achieving students. Through the plan approval process, the State and district will make sure the Two-Star School has selected indicators and is implementing interventions that are proven to help the student populations affected by the school's achievement gap(s).

While the Two-Star School ~~must~~ may determine its current level of performance in relation to all ~~88~~ indicators within the WISE Tool, it must set priorities and create in-depth, thorough plans for a smaller, actionable sub-set of ~~approximately 20~~ 10 indicators. ~~The Two-Star School will be expected to plan for and achieve the full set of 88 indicators within its three years of improvement. However, by creating more in-depth plans for at least 20 indicators,~~By allowing the school determine its current level of performance the school can focus on priority student populations and more effectively sustain changes in the greatest area of need.

The State also places requirements on districts in which a Two-Star School is identified. The district must support the planning and implementation processes in the Two-Star School. The ISDE monitors the district's support efforts through a local peer review process[19]. The district must coordinate technical assistance for the school and review the quality of the Rapid Improvement Plan created by the leadership team in the

[19] The local peer review process applies to Focus and Priority schools and is explained in detail in section 2.A.i.

Two-Star School. The district is responsible for reviewing the plan and ensuring it is implemented effectively.

The district's review will be documented and submitted to the ISDE, at which time a quality review will be conducted by the State to ensure the district has met its obligation to support the school.

Two-Star Schools will be required to annually review and update their Rapid Improvement Plans and resubmit these plans for the district and ISDE to approve. The ISDE will use this data to determine how effectively the Two-Star School is implementing its Rapid Improvement Plan and what, if any, adjustments need to be made. The State will work directly with the district and school to make the necessary adjustments. The ISDE will continue to monitor the district's involvement and support to the Two-Star School through the local peer review process.

The ISDE will conduct Instructional Core Focus Visits to Two-Star Schools on an as-needed basis. In the Focus Visit[20], a small group of staff from the ISDE conducts an on-site visit to evaluate current practices in the school and in the district. To determine which schools need Focus Visits, the ISDE will analyze student achievement data from the school and district levels, along with other sources of diagnostic information such as results from federal program monitoring visits. If a Focus Visit occurs, the ISDE will expect the Two-Star School to revise its Rapid Improvement Plan to reflect the recommendations provided to the school and the district. However, at minimum an ISDE representative will visit the school by December 31st of each year a school is classified as a Focus school. The representative will follow the Focus School Intervention Protocol (Attachment 35) to observe and discuss the progress of the subgroups for which the school was classified as Focus and then ensure that interventions are in place to address the needs of the students. The Focus School Intervention Protocol may also be found at the following website: http://www.sde.idaho.gov/site/esea/

Districts in which a Two-Star School is identified will enroll in technical assistance opportunities that the ISDE makes available, such as professional development and on-site instructional coaching. The technical assistance opportunity must be aligned with the needs of the Two-Star School. For example, if a Two-Star School in a district is struggling to meet the needs of diverse learners, the district would enroll in Response to Intervention training.
If the district determines the Two-Star School lacks leadership capacity, the district would enroll in the Idaho Building Capacity Project[21], which provides an instructional coach on site or enroll in the Network of Innovative Leaders which develops principal leadership dispositions. Through the Rapid Improvement Plan, the ISDE will ensure the district and Two-Star School select the most appropriate technical assistance available.

[20] Focus Visits are described in detail in section 2.A.i.
[21] More information on the IBC Project is found in section 2.A.i and at http://www.sde.idaho.gov/site/ssos/IBC.htm.

Table 36~~Table 36Table 36~~ provides a comprehensive timeline for how the State will ensure each district identifies the needs of its Two-Star School(s) to best meet the needs of the students.

The following information is to provide clarification regarding the substance and appropriateness of the interventions in focus schools. Focus schools must implement the requirements of the Rapid Improvement Plan. Schools in this category are required to implement meaningful interventions designed to improve the academic achievement of students and which must be aligned with all of the following rapid improvement plan principles.

A. Provide strong leadership and decision making procedures by (1) establishing a team structure with specific duties and time for instructional planning; (2) focusing the principal's role on building leadership capacity, achieving learning goals, and improving instruction; and (3) aligning classroom observations with evaluation criteria and professional development.

B. Strengthen collaborative, data-driven decision making surrounding the instructional core by focusing on improved curriculum, assessment, and instructional planning in ways that (1) engage teachers in aligning instruction with standards and benchmarks; (2) engage teachers in assessing and monitoring student mastery; (3) engage teachers in differentiating and aligning learning activities; and (4) assess student learning frequently with standards-based assessments.

C. Improve classroom instruction practices by expecting and monitoring sound instructional methods that are delivered in a variety of modes and sound classroom management

D. Cultivate higher levels of family and community engagement through effective, two-way communication between the school and home and the school and community that centers on shared responsibility for the education of all students.

These interventions are consistent with the research on effective schools, such as the Correlates of Effective Schools (Edmonds, 1982; Lezotte, 2001, 2009) and the Nine Characteristics of High Performing Schools (Shannon & Bylsma, 2007). All schools that overcome the effects of poverty and other disadvantages demonstrate these characteristics in one way or another.

The appropriateness of the specific activities of the intervention will be suited to the unique context of the school. The WISE Tool is structured around these rapid improvement plan principles. Using the WISE Tool process, schools will assess their strengths and weaknesses with the oversight of the district and in conjunction with the data that has resulted in their identification for focus school status. The assessment process includes two prongs. First, the school will complete an analysis of the data

that resulted in their identification for focus status. Because the Idaho performance framework for the Star Rating includes multiple metrics with benchmark cut-points for each, this will entail identifying each metric in which performance in the school is unsatisfactory. The school will complete an online form each year that will be housed on the WISE Tool dashboard in which these data are identified as a focal point for improvement efforts. Second, the school will conduct an assessment of its practices compared against the WISE Tool indicators. Using the information from these two prongs, the school will create its goals and objectives in a way that aligns with the differentiated needs demonstrated within its performance data and its practices. During the review process, the district will ensure alignment between the planned interventions/actions and the demonstrated needs. For example, if the school is demonstrating low annual growth in Reading among English Language Learners, the plan will not be approved until it sufficiently addresses the performance of this subgroup. The capacity of the district to support focus schools will be supported through the state review of the plan and the Statewide System of Support Projects in which the district and school is enrolled. Technical assistance will be provided during the creation, implementation, and monitoring of the plan to ensure the interventions identified are appropriately suited to the needs within the school. For example, the State will not approve any plans that do not work to meet the needs of identified subgroups, even if the plan has been approved by the district leadership. While ISDE is looking for actions that address school improvement systemically (i.e., coherently throughout an entire school), the improvement plans must demonstrate a specific course of action that will be likely to meet the needs of any under-served populations of students.

Table 36
Timeline on How the State Will Ensure Each District Identifies the Needs of Its Two-Star School(s)

Timeframe	Agency	Action
Spring 2012	SEA	Identify first year of schools achieving Two Stars according to new performance framework; notify districts of school ratings.
Fall 2012	SEA	Conduct statewide training on requirements for new accountability system and transitional elements; provide guidance to districts regarding the requirements that are expected to be implemented in schools which are in the Rapid Improvement Plan category (i.e., Focus Schools); provide guidance to districts regarding the requirements that are expected to be implemented in schools in the Two-Star School status.
School Year 2012 – 2013	SEA	Continue implementation of existing NCLB accountability requirements for all schools until Star Rating system takes full effect. All schools identified as Focus Schools in Table 2 based off of data from the 2011-2012 school year are Focus Schools for the purpose of this waiver request and must begin implementing all requirements of Two-Star schools starting in Fall 2012 school year regardless of their Star

		Rating as outlined in Table 37.
Summer 2013	SEA	For all other schools not identified as Focus Schools in Table 2, notify districts of schools within their districts that are identified in the Turnaround Plan category (i.e., a Priority School) based on two years of Two Star rating or below.
Summer 2013	SEA	For all other schools not identified as Focus Schools in Table 2, Notify districts of schools within their districts that are identified as being in the Two-Star School category (i.e., a Focus School); determine if school data suggest Instructional Core Focus Visit.
Timeframe	**Agency**	**Action**
Fall 2013	SEA	Conduct Instructional Core Focus Visits in Two-Star schools on an as-needed basis; provide recommendations to districts regarding school and district leadership capacity, instructional practices, and governance structures.
Fall 2013	LEA	Begin providing required services for eligible students in each Two-Star school (e.g., notification of enrollment options, extended learning time) and enroll in appropriate State-sponsored technical assistance programs for the district and school.
Fall 2013	LEA and School	Develop school level Rapid Improvement Plan components that account for all improvement activities required by the State.
Summer 2014	SEA	Conducts a school level visit to all Focus Schools using Focus School Intervention protocol to ensure interventions for subgroups in need are being supported by the school prior to December 31st of each year a school is considered a Focus School.
Spring 2014	LEA	Review school level planning components for district approval.
Spring 2014	SEA	Review school level planning components for State approval.
Spring 2015 & beyond	SEA	Monitor and support implementation of the Rapid Improvement Plan throughout the duration of the period for which the school is in the Two-Star School category; if the school does not timely exit from the Two-Star School category, make a determination regarding possible State intervention at the district level.

Has the SEA demonstrated that the interventions it has identified are effective at increasing student achievement in schools with similar characteristics, needs, and challenges as the schools the SEA has identified as focus schools?

Every Two-Star School must write and implement a Rapid Improvement Plan that it develops through the WISE Tool. The WISE (Ways to Improve School Effectiveness) Tool is a web-based system for school improvement planning that is made up of ~~88~~ 129 indicators. Each

indicator is tied to researched best practices on how to effectively improve student achievement for all students, including English language learners, students with disabilities and low-achieving students. Through the plan approval process, the ISDE and district will make sure the Two-Star School has selected indicators and is implementing interventions that are proven to help the student populations affected by the school's achievement gap(s).

The ISDE will review student achievement data and other diagnostic information, such as federal program review visits, Focus School Intervention protocol, or results of Focus Visits, to determine if the Two-Star School is implementing the Rapid Improvement Plan effectively. The State will require changes be made to the plan, if necessary.

The Two-Star School and its district will be required to participate in State technical assistance opportunities, such as Response to Intervention or the Idaho Building Capacity Project that will best meet the needs of the students who are struggling in their school.

This approach has been successful at assisting Idaho schools in meeting the State's adequate yearly progress goals; in significantly decreasing the percentage of schools identified for improvement, corrective action, and restructuring under current ESEA requirements; and for raising student achievement outcomes in general. For example, of 22 schools in the third cohort of the Idaho Building Capacity Project, the average school saw positive gains in the percent of students scoring proficient or advanced between 2009 and 2011 in both the students' categories and the primary sub-groups for both Reading and Math. This is demonstrated in Table 37~~Table 37~~~~Table 37~~.

Table 37
Average Percentage Student Proficiency Gains for Schools with Capacity Builders (2009-2011)

	Average Percent of Students at Proficient or Advanced 2009	Average Percent of Students at Proficient or Advanced 2011	Average gain in individual school's percentage points from 2009 to 2011
Reading (all students)	83%	91%	+7[22]
Reading (subgroups of limited English Proficiency, economically disadvantaged, and students with	66%	83%	+12

[22] This column does not equal the difference in the columns for 2009 and 2011. This column is based on actual differences at the individual school level, not differences in the averages indicated in the chart.

disabilities)			
Math (all students)	74%	87%	+10
Math (subgroups of Limited English Proficiency, economically disadvantaged, and students with disabilities)	56%	75%	+17

Has the SEA identified interventions that are appropriate for different levels of schools (elementary, middle, high) and that address different types of school needs (e.g., all-students, targeted at the lowest-achieving students)?

Through the development of the Rapid Improvement Plan, the Two-Star School must take into account its grade levels and individual needs. The WISE (Ways to Improve School Effectiveness) Tool is a web-based system for school improvement planning that is made up of ~~88~~ 129 indicators. Each indicator is tied to researched best practices on how to effectively improve student achievement for all students, including English language learners, students with disabilities and low-achieving students. The indicators can be adjusted to meet a school's individual needs, as necessary.

The ISDE and district ultimately will be responsible for approving the school's Rapid Improvement Plan. Through this approval process, the ISDE and district will make sure the Two-Star School has selected indicators and is implementing interventions that are appropriate for its grade levels and student needs.

The ISDE and district will monitor the school's progress and ensure the Rapid Improvement Plan is working effectively for students. If not, the plan will be adjusted to better meet students' needs.

2.E.iv Provide the criteria the SEA will use to determine when a school that is making significant progress in improving student achievement and narrowing achievement gaps exits focus status and a justification for the criteria selected.

Did the SEA provide criteria to determine when a school that is making significant progress in improving student achievement and narrowing achievement gaps exits focus status?

Once identified, Two-Star Schools will remain in the Two-Star category unless they meet the exit criteria or drop into the One-Star category. Under Idaho's accountability plan, a school

can exit from the Two-Star category once it makes enough progress to rank as a Three-Star School or higher for two consecutive years. (See Section 2.A.i. for more details on Idaho's Star Rating System.) If a Two-Star School ranks in the One-Star category for two consecutive years, it will be required to implement the Turnaround Plan and interventions required of a One-Star School. Table 38~~Table 38Table 38~~ illustrates the sequence of events from entrance to exit related to the Rapid Improvement Plan associated with focus schools.

Schools identified as Focus Schools in Table 2 based off of data from the 2011-2012 school year must implement all requirements of Two-Star schools starting in Fall 2012 regardless of their Star Rating. To exit this Focus Status, they must implement the interventions for a minimum of three years and must obtain a Star Rating of a 3 Star or higher.

For all other Two-Star Schools, the exit criteria are based upon two consecutive years of performance in the Star Rating performance framework. The performance framework is comprised of a comprehensive set of metrics (student achievement, student academic growth, secondary opportunities, graduation, etc.). In order to move to a new level (i.e., a higher Star Rating), the school must attain higher scores across multiple measures.

Thus, if a school is able to improve its performance and sustain it for two years in a row, it has demonstrated significant progress from its initial identification as one of the lowest-performing schools in the State. The State chose two consecutive years at a Three-Star Rating or better, because Four- and Five-Star schools are high performing and a Three-Star rating places the school in the typical domain of "continuous improvement" where the majority of schools will be working ~~will~~ with LEA oversight. A Three-Star school has demonstrated it does not have the intense need for intervention based upon its performance.

As mentioned in Table 38~~Table 38Table 38~~, if a school has not met the exit criteria by the end of the third year in focus status, the state will intervene as appropriate in district governance. If a school has not improved by that time, the district is considered to be responsible. The intervention with the district will include actions as described in Section 2.A.i.a – Part II within the context of the Instructional Core Focus Visit.

The State will diagnose the level of need for a change in governance based on the process described in the Focus Visit and, along with data provided from the three years of planning that did not result in improvement, work with the district, the school board, or the community to make whatever changes appropriate.

Table 38
School Level Rapid Improvement Plan Timeline for Entrance, Requirements, and Exit[23]

Plan Timeline & When the Status Takes Effect	School Requirements	LEA Requirements
School year prior to the school year during which the first Two-Star rating (or less) is earned	*Depends on Star Rating Level*	*Depends on Star Rating Level*
Continuous Improvement Plan *The year following the first Two-Star rating (or less)*	Submit Continuous Improvement Plan and other state requirements (e.g., plan for aligning state funds)	Review school level Continuous Improvement Plan for approval before submission to the State

[23] Star Ratings lag one school year behind the year in which they are earned because assessment data are produced each Spring and reported in the summer prior to the following school year. For example, if during the Spring testing window for 2011-12, a school performed in such a way as to earn a Three Star rating, the Three Star rating would go into effect for 2012-13, immediately after the Spring data are finalized and released. Entrance to the requirements for Two-Star schools is based on two consecutive years in which a Two-Star rating or less is earned. In other words, the first year may be One-Star and the second Two-Star, or Two-Star then One-Star, or both years may be Two-Star in order to enter the requirements associated with Two-Star Schools that lack progress. Schools identified as Focus Schools in Table 2 based off of data from the 2011-2012 school year must implement all requirements of Two-Star schools starting in Fall 2012 regardless of their Star Rating. To exit this Focus Status, they must implement the interventions for a minimum of three years and must obtain a Star Rating of a 3 Star or higher.

Plan Timeline & When the Status Takes Effect	**School Requirements**	**LEA Requirements**
Rapid Improvement Plan - Year 1 *For those schools identified as Focus Schools in Table 2.*	<u>Fall 2012</u> Complete analysis of 2011-2012 school year growth and performance data and institute changes based on this data to make instructional improvements in math and ELA areas. Complete first evaluative observation or evaluative conversation with all teachers in school based off of the Charlotte Danielson Framework Finalize the development of the method by which schools will collect parental input for teacher and principal evaluations and collect data. Begin development of school level Rapid Improvement Plan	<u>Fall 2012</u> Ensure completion of analysis of 2011-2012 school year growth and performance data and institution of changes based on this data to make instructional improvements in math and ELA areas. Ensure that school completes first evaluative observation or evaluative conversation with all teachers in school based off of the Charlotte Danielson Framework Ensure that school finalizes the development of the method by which schools will collect parental input for teacher and principal evaluations and collect data. Oversee the development of school level Rapid Improvement

	Spring 2013 Enroll district and school in appropriate technical assistance programs Review and revise school level Rapid Improvement Plan with the District for approval before submission to the State	Plan Spring 2013 Enroll district and school in appropriate technical assistance programs Review and ensure appropriate revisions in school level Rapid Improvement Plan for approval before submission to the State
Plan Timeline & When the Status Takes Effect	**School Requirements**	**LEA Requirements**
Rapid Improvement Plan - Year 1 *The year following the second Two-Star rating (or less)*	Fall 2013 and beyond Participate in Instructional Core Focus Visit (if required by SEA) Notify students and their parents of enrollment options Provide extended learning time Create school level Rapid Improvement Plan	Fall 2013 and beyond Enroll district and school in appropriate technical assistance programs Oversee the development of school level Rapid Improvement Plan Review school level Rapid Improvement Plan for approval before submission to the State
Rapid Improvement Plan - Year 2 *Consecutive year after "Rapid Improvement Plan – Year 1"*	Full implementation of school level Rapid Improvement Plan and other state requirements Submit updates and revisions to Rapid Improvement Plan	Provide continuous support and monitoring of school level Rapid Improvement Plan aligned and other State requirements Review updates and revisions to school level Rapid Improvement Plan for approval before re-submission to the State
Rapid Improvement Plan - Year 3 *Consecutive year after "Rapid Improvement Plan - Year 2", unless the exit criteria is met.*	Continue full implementation of school level Rapid Improvement Plan and other State requirements Submit updates and revisions to Rapid Improvement Plan	Provide continuous support and monitoring of school level Rapid Improvement Plan and other State requirements Review updates and revisions to school level Rapid Improvement

	NOTE: If a Three-Star rating or higher has been reached in both Rapid Improvement Plan – Years 1 and 2, the school may exit the Rapid Improvement Plan Requirements one year early unless the school is identified as a Focus School in Table 2.	Plan for approval before re-submission to the State
Plan Timeline & When the Status Takes Effect	**School Requirements**	**LEA Requirements**
Rapid Improvement Plan - Year 4 *Consecutive year after "Rapid Improvement Plan - Year 3"*	n/a	If a school has not met the exit criteria of two consecutive years at Three-Star rating or higher by the end of Rapid Improvement Plan – Year 3, the State will intervene as appropriate with district governance according to the district context and leadership capacity at the central office and school board.

a. Do the SEA's criteria ensure that schools that exit focus status have made significant progress in improving student achievement and narrowing achievement gaps?

The performance framework by which the State evaluates progress includes measurements of proficiency, growth, growth to proficiency, and postsecondary and career readiness. To exit the Two-Star category, a school must demonstrate progress across these comprehensive measures of student achievement for two consecutive years.

Is the level of progress required by the criteria to exit focus status likely to result in sustained improvement in these schools?

Based on the State's comprehensive accountability system, the ISDE firmly believes the exit criteria of two consecutive years achieving a Three-Star ranking will result in sustained improvement for Two-Star Schools.

These schools will have demonstrated evidence of significant increases in student achievement

across proficiency, growth, growth to proficiency, and postsecondary and career-readiness metrics for more than a single school year.

TABLE 2: REWARD, PRIORITY, AND FOCUS SCHOOLS

Provide the SEA's list of reward, priority, and focus schools using the Table 2 template. Use the key to indicate the criteria used to identify a school as a reward, priority, or focus school.

TABLE 2: 2011-2012 REWARD, PRIORITY, AND FOCUS SCHOOLS

Anonymous ID	REWARD SCHOOL	PRIORITY SCHOOL	FOCUS SCHOOL
519523066	A		
588770961	A		
36560977	A		
722803226	A		
572827226	A		
161700119	A		
332087781	A		
539202584	A		
305275086	B		
319013512	B		
321951841	B		
464579433	B		
832296147	B		
739201149	B		
700916162	B		
251408308	B		
188372829	B		
43209053	B		
858681018	B		
650461079	B		
288315455		C	
907212877		C	
438763334		C	
604385273		C	
156948827		C	

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Anonymous ID	REWARD SCHOOL	PRIORITY SCHOOL	FOCUS SCHOOL
626053312		C	
372932822		C	
313421142		C	
822987481		C	
693733145		C	
172283353		C	
408335151		D	
880036037		D	
759767539		E	
672140490		E	
988180913		E	
71266504		E	
124193623		E	
958155720		E	
90893835		E	
60540185		E	
511598139			F
40249570			F
870860703			F
902914604			F, G
28449542			F, G
837599956			F, G
641627514			F, G
758816532			F, G
553059917			F, G
979067809			F, G
393775509			F, G
504110079			F, G
774612909			F, G
543798893			F, G
307964900			F, G

Anonymous ID	REWARD SCHOOL	PRIORITY SCHOOL	FOCUS SCHOOL
647602602			F, G
502526998			F, G
635942984			F, G
501596717			F, G
698090567			F, G
373973314			F, G
151876222			F, G
139648120			F, G
597086552			F, G
196978226			F, G
769908706			F, G
111047376			F, G
566590667			G
743645721			G
984559113			G
279816406			G
458415626			G
786960476			G
197713590			G
188111491			G
838042622			G
668442136			G
437500134			G
219001700			G
904081086			G
753218908			G
352269527			G

Total # of Reward Schools: 41
Total # of Priority Schools: 21
Total # of Title I schools in the State: 417
Total # of Title I-participating high schools in the State with graduation rates less than 60% over three years: 0

Key

Reward School Criteria:	**Focus School Criteria:**
A. Highest-performing school **B.** High-progress school **Priority School Criteria:** **C.** Among the lowest five percent of Title I schools in the State based on the proficiency and lack of progress of the "all students" group **D.** Title I-participating or Title I-eligible high school with graduation rate less than 60% over a number of years **E.** Tier I or Tier II SIG school implementing a school intervention model	**F.** Has the largest within-school gaps between the highest-achieving subgroup(s) and the lowest-achieving subgroup(s) or, at the high school level, has the largest within-school gaps in the graduation rate **G.** Has a subgroup or subgroups with low achievement or, at the high school level, a low graduation rate **H.** A Title I-participating high school with graduation rate less than 60% over a number of years that is not identified as a priority school

2.F PROVIDE INCENTIVES AND SUPPORTS FOR OTHER TITLE 1 SCHOOLS

2.F Describe how the SEA's differentiated recognition, accountability, and support system will provide incentives and supports to ensure continuous improvement in other Title I schools that, based on the SEA's new AMOs and other measures, are not making progress in improving student achievement and narrowing achievement gaps, and an explanation of how these incentives and supports are likely to improve student achievement and school performance, close achievement gaps, and increase the quality of instruction for students.

Does the SEA's differentiated recognition, accountability, and support system provide incentives and supports for other Title I schools that, based on the SEA's new AMOs and other measures, are not making progress in improving student achievement and narrowing achievement gaps? Are those incentives and supports likely to improve student achievement, close achievement gaps, and increase the quality of instruction for students?

The State's accountability system provides incentives and supports that are likely to improve student achievement, close achievement gaps, and increase the quality of instruction for all students in Idaho, including those in other Title I schools.

Idaho has developed one comprehensive system of recognition, accountability, and support that applies to all schools, regardless of Title I funding. Non-Title I schools and Title I schools not identified as One-Star or Two-Star Schools will be evaluated under the same accountability system each year. All schools will be rated based on a Five-Star scale. Schools that receive a Three-Star rating are approaching the State goals for excellence in proficiency, growth, growth to proficiency, and postsecondary and career-readiness but still have areas of improvement.

Therefore, Three-Star Schools will be required to develop and implement a Continuous Improvement Plan.

The Idaho State Department of Education (ISDE) has designed a set of options for Three-Star Schools that incentivize internal motivation among school staff by (1) giving them more operational flexibility in school improvement planning at the local level, (2) creating options for participation in State support programs at no cost, (3) permitting the schools and their districts to pursue funding flexibility related to Title I set-asides, and (4) allowing Three-Star Schools to more easily transition to Four-Star or Five-Star status. Here is a brief description of these options for Three-Star Schools.

First, the Three-Star School has more flexibility in the improvement planning process. The school will develop and implement a Continuous Improvement Plan in the WISE Tool[24], the State's web-based school improvement planning tool. Whereas One-Star and Two-Star Schools must address plans that meet all ~~88~~ 129 indicators in the WISE Tool, Three-Star Schools will have more flexibility and only need to address indicators that align with the school's areas of need. The plan will be annually revised and updated. The ISDE will review the plan for effectiveness.

Second, the ISDE will offer Three-Star Schools the opportunity to participate in statewide technical assistance activities offered through the Statewide System of Support. Participation in training, leadership support networks, or intensive improvement coaching is available at no cost to the Three-Star School. For example, if the Three-Star School and the ISDE determine the school needs technical assistance in building instructional leadership within the school, then the school can participate in the Idaho Building Capacity Project. Through this project, the school will receive on-site coaching from a veteran educator for up to three years.

Third, the ISDE will give Three-Star Schools more financial flexibility as they implement their Continuous Improvement Plans. Three-Star Schools as well as Four-Star and Five-Star Schools will receive optional fiscal flexibility and will not be required to set-aside Title I-A funding for professional development according to the definitions and parameters defined in this request. [25]:

In addition, ISDE will ensure that Three-Star Schools are given priority in grant opportunities (prior to Four- and Five-Star Schools) to obtain additional funds to support improvement efforts, as appropriate and as permitted by grant regulations.

Fourth, the State's accountability system creates an incentive for schools to move up to a Four-Star or Five-Star rating, where they can earn rewards and public recognition. Three-Star Schools will be able to transition more easily to the Four-Star rating or higher. Under Idaho's accountability system, a Three-Star School can move to a new rating in just one school year.

The ISDE and districts will make sure these incentives and supports improve student achievement outcomes in Three-Star Schools. Similar to the improvement planning process for One-Star and Two-Star Schools, the district in which a Three-Star School is located will play a critical role in the development and implementation of the school's Continuous Improvement Plan. Specifically, districts will be required to review the school's Continuous Improvement Plans each year, provide feedback and approve the plans prior to submitting such plans to the ISDE.

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[24] The WISE (Ways to Improve School Effectiveness) Tool is a web-based system for school improvement planning. It is made up of ~~88~~ 129 indicators aligned to researched best practices.
[25] A complete definition and description of the set-aside is provided in Attachment 12.

ISDE will provide a specific rubric for Three-Star Schools, and the district will use this rubric to conduct peer review[26] sessions either within the district or through partnerships with other school districts. The peer review will ensure a high-quality implementation of the Continuous Improvement Plan. The district will make online reports on its progress and support of the Three Star School through the WISE Tool. ISDE will work with Three-Star Schools by reviewing the Continuous Improvement Plan, monitoring district reports in the WISE Tool and providing schools with access to technical assistance through the Statewide System of Support.

Through these incentives and supports at the State and district levels, the State will make sure other Title I schools and non-Title I schools improve student achievement, close achievement gaps, and increase the quality of instruction for all students in Idaho.

Idaho will include AMOs in the State report card for use in setting goals and measuring progress. Additionally, objectives are inherently embedded into the Star Rating System. As described on p.137 of the state plan, the Star Rating System applies to all schools, including Title I schools. The Star Rating for each school accounts for progress in the areas of absolute student achievement, student growth from one year to the next, and postsecondary readiness. If any school is not making appropriate progress in the Star Rating performance framework, they will be identified in the One-, Two-, or Three-Star categories and will be required to abide by the associated requirements.

The requirements for these schools will include improvement plans in which areas of weak performance must be addressed (e.g., performance framework areas that need improvement or AMOs that were missed). For example, if a school misses an AMO in Reading for English Language Learners, the WISE Tool plan created must include strategies that support the improvement of this population's performance. Specifically, schools with an overall rating of Three Star or lower will be required to build into their Continuous Improvement Plan (Three Star), Rapid Improvement Plan (Two Star) or Turnaround Plan (One Star) a plan specifically for reaching the AMOs for any subgroup or overall group that does not reach the target.

Further, the WISE tool indicators will be structured to focus on the AMOs in reading, language usage and mathematics. In addition, any Five-Star School that fails to meet an AMO in any subject at the overall or subgroup level will not be eligible for the classification of a Highest-Performing School.

Regarding schools that are not identified for focus or priority status, and which have not attained a Four- or Five-Star Rating, they are required to implement the AMO Continuous Improvement Plan requirements. The incentives and supports are already described in Section 2.F.i.

[26] Local peer review is a process that balances local review by and assistance from the district for each school. It is assisted by quality control review processes in which the State supports the district. A full description is provided in section 2.A.

Based on peer review feedback, the State will add the following incentive to its plan. The State will include leaders from Four- and Five-Star schools in the peer review process of improvement plans as a form of recognition for reward schools and to serve as examples and support to Three-Star schools.

Section 2.F of Idaho's plan does describe incentives and supports that are to be provided to other Title I schools that are not priority schools or focus schools. For example, Three-Star schools must plan and implement Continuous Improvement Plans and their associated requirements, such as the alignment of State funds ~~and teacher evaluation to the improvement process~~. The State estimates based on 2010-2011 and 2011-2012 preliminary data that approximately 40% of schools will be rated Three-Star Schools which will be required to implement the Continuous Improvement Plan requirements.

During the 2014-2015 School Year the ISDE and AdvancEd will pilot the Assist tool as the for school improvement requirements for a limited number of 3 star schools that are also required to submit plans for accreditation. During this time the ISDE and AdvancEd along with Northwest Accreditation Council work together to identify any areas that may not be addressed with the Assist tool.

Funding for Support of Other Title I Schools:
As described in this section, Idaho will offer various support programs to Other Title I schools at no cost to the school. Idaho will fund participation in these programs by providing services directly, as appropriate, to Title I schools that have earned Three-Stars or less according to the Star Rating System and whose LEAs have applied for School Improvement funds under section 1003(a) of the ESEA. LEAs may request that the state hold back funding to provide services directly to their school(s) from 1003(a) as part of the annual competition process. Eligibility, priorities, and general processes governing the application process for 1003(a) funds are described in Attachment 32 (Idaho ESEA Flexibility Waiver and Amendment Request for 1003a Funds).

2.G BUILD SEA, LEA, AND SCHOOL CAPACITY TO IMPROVE STUDENT LEARNING

2.G *Describe the SEA's process for building SEA, LEA, and school capacity to improve student learning in all schools and, in particular, in low-performing schools and schools with the largest achievement gaps, including through:*

i. timely and comprehensive monitoring of, and technical assistance for, LEA implementation of interventions in priority and focus schools;

ii. holding LEAs accountable for improving school and student performance, particularly for turning around their priority schools; and

iii. ensuring sufficient support for implementation of interventions in priority schools, focus schools, and other Title I schools identified under the SEA's differentiated recognition, accountability, and support system (including through leveraging funds the LEA was previously required to reserve under ESEA section 1116(b)(10), SIG funds, and other Federal funds, as permitted, along with State and local resources).

Explain how this process is likely to succeed in improving SEA, LEA, and school capacity.

Is the SEA's process for building SEA, LEA, and school capacity to improve student learning in all schools and, in particular, in low-performing schools and schools with the largest achievement gaps, likely to succeed in improving such capacity?

Section 2.G asks how Idaho will monitor the progress for priority and focus schools. Section 2.G.a outlines the primary components for how the State will monitor and interact with priority and focus schools. First, the improvement planning process entailed in the WISE Tool is monitored before, during, and after identification for priority and focus status. Planning is connected to the AMOs and performance framework for each school since strategies must be included for specifically reaching the AMOs for any subgroup or overall group that does not reach the target. In addition, any Five-Star School that fails to meet an AMO in any subject at the overall or subgroup level will not be eligible for the classification of a Highest-Performing School in order to maintain a focus on all students. The State evaluates the quality of the plan as does the district. Furthermore, Capacity Builders provided to priority and focus schools are responsible for working with the school and district leadership team to ensure that the planning process aligns with the needs that are demonstrated in the school's performance data (achievement, growth, subgroup performance, graduation rates, etc.). To review the WISE Tool plans, the State uses a rubric that measures the objectives created, the tasks identified, and (after the first year) the evidence that implementation is occurring. Progress in planning and evidence is monitored yearly. Second, Star Ratings change yearly.

The district and the State monitor the changes in performance each year to ensure alignment between performance and interventions. Third, Focus Visits occur annually in One-Star schools.

The State uses this to have an onsite monitoring process that aligns with the turnaround principles.

Monitoring of the implementation takes place to ensure alignment with the planning that occurs in the WISE Tool. Fourth, technical assistance programs take place anywhere from quarterly (RTI training) to weekly (first year IBC). These programs are aligned with the Focus Visit, the WISE Tool, and the accountability system in general. Our technical assistance providers monitor the progress of schools during each interaction. For example, RTI coaches and IBC Capacity Builders regularly monitor implementation activities and provide feedback "down" the line to leadership teams at the school and district and "up" the line to personnel at the SEA.

The ISDE has described how it will build capacity at the school, district and State level through the improvement planning process, effective implementation of an improvement plan and technical assistance offered through the Idaho Statewide System of Support. All these processes are aligned with researched best practices and will be evaluated on a regular basis by the district and the State to ensure they are working effectively at the school level. If not, changes will be made accordingly to best meet the needs of the students in the school.

Idaho's accountability system will build capacity at the State, district and school levels for the following reasons.

First, strong performance at the district level is necessary for improvement to take place the school level. The ISDE ensures that districts play a critical role in the improvement planning and implementation process. The ISDE, district and school work together to develop an improvement plan for schools. The plans will vary depending on the schools' needs, but each entity uses the web-based WISE Tool to write and review the improvement plan. Through this planning process, the State ensures both the district and school address leadership needs.

Second, when schools participate in technical assistance activities or support programs, such as Response to Intervention training or the Idaho Building Capacity Project, the ISDE requires district leadership to enter into performance agreements that detail expectations for how the district also will be involved in the project and support the schools. To build capacity at the State level, the ISDE has formed partnerships with institutions of higher education, such as Boise State University, to successfully implement and sustain the Idaho Building Capacity Project and other critical technical assistance activities.

Third, when the ISDE conducts professional development opportunities for Response to Intervention or other programs that work to strategically meet the needs of English language learners, students with disabilities and low-achieving students, the trainings are designed to support leadership teams.
The ISDE focuses on a district or school leadership team, rather than only individuals, to ensure the program is sustained.

These trainings require all district leadership roles to be present, such as the superintendent, federal programs director, LEP director, special education director, curriculum director.

Fourth, all improvement activities are tied to research. The ISDE requires districts and schools to develop improvement plans using the web-based WISE Tool because it includes ~~88~~ 129 indicators that are tied to research. This bolsters the improvement process because teams know how to connect their learning to the planning expectations the ISDE has put in place.

Fifth, improvement activities at the district and school levels are evaluated annually by the State and the school district to make sure the school's improvement plan is working effectively to raise student achievement or close achievement gaps. The State and district use achievement data and other diagnostic factors, such as on-site Focus Visits or federal program review visits, to conduct the evaluation. If the plan is not working effectively, the State and district will work with the school to revise its plan or offer additional technical assistance activities aligned to the school's needs.

In these ways, the State is making sure it is building leadership capacity at every level. The ISDE integrates a State role, district role and school role into every planning, implementation and review process. The effectiveness of this model will ensure leaders at all levels gain the knowledge and skills they need to support teaching and learning and implement continuous, substantial improvement after the State's involvement ends.

The ISDE believes this system of accountability will work to improve student achievement and close achievement gaps because it is based on research and based on previous successes in the State. Idaho became the subject of a case study on promising practices within the Statewide System of Support in 2010. The National Center on Innovation and Improvement (CII) published *Transforming a Statewide System of Support: The Idaho Story* (Lane, 2010) highlighting how the State's model has resulted in changed partnerships with districts and schools in a way that is contributing to improved student achievement and sustainable improvement across the State. The following is an excerpt for the findings of the study:

> *The original purpose of this case study was to document how Idaho had developed its statewide system of support. In the process of documenting Idaho's story, what we found was a state that has dramatically altered its relationship with districts and schools. In three years, beginning in 2008, the Idaho Department of Education has transformed its approach to working with schools, revised (or created anew) all the tools that they use with schools around school improvement, and developed a set of institutional partners that strengthen the system, thereby contributing to the sustainability of overall improvement efforts.*
>
> *Perhaps most telling is the fact that by the end of the 2010 school year, many schools and districts* **not** *identified for improvement began to request access to the same supports and assistance provided to underperforming schools…Idaho is developing a system of support for all schools, not just those identified as low performing by state and federal accountability systems (Lane, 2010).*

The plans outlined in Idaho's waiver request build on the success that the State has already experienced. Based on evidence provided by cases studies, such as the Lane (2010) study of the Idaho Statewide System of Support, and the timeframe for when the IBC program, the WISE Tool, and the other programs that are included in this plan were put into place, Idaho attributes this statewide improvement largely to its system of support. The system has a track record of improving achievement, and, therefore, has demonstrated the capacity necessary to implement the programs described.

The waiver therefore provides a more comprehensive means to implement what is needed, albeit with a shift in the performance framework. In other words, we may be focusing on different schools because of the new Star Rating performance framework, but the capacity for the planned activities already exists. For example, Idaho's most labor intensive project, the Idaho Building Capacity Project, has served over 100 of the state's approximately 650 schools, and more than 40 of Idaho's school districts since January 2008. This 15% of all the schools in the entire state, not just Title I schools, and equals about 30% of Idaho's districts. Considering the IBC Project only currently serves Title I schools that are in improvement status, the project has worked with 25% of the 400 Title I served schools in the state. Serving the priority schools and focus schools (which represent only 15% of Title I schools, or about 60 schools) would actually take less capacity than what is currently exerted. Furthermore, among IBC school sites, proficiency rates have increased substantially in the all students categories and among subgroups, as is demonstrated in Table 33.

The improvements that have been experienced in Idaho demonstrate that the capacity of the SEA, LEAs, schools, and the external partners that are involved in the work is sufficient to continue what is proposed in Idaho's plan.

However, in order to continue improving SEA capacity, Idaho has entered into a Research Alliance with the Regional Education Laboratory (REL) at Education Northwest in Portland, OR. This alliance begins in May 2012 and continues throughout the contract period of the REL agreement with the U.S. Department of Education. The alliance is centered on evaluating the Statewide System of Support (SSOS) in order to promote continuous improvement within SSOS programs and their impact on districts and schools.

The SSOS-REL Alliance is made up of core members from the SEA who are responsible for implementing the support programs identified in this plan and receives advisory input from Idaho stakeholders in schools, districts, and institutes of higher education.
This endeavor will continue to build SEA capacity and will have a direct impact on LEA capacity.

a. Is the SEA's process for ensuring timely and comprehensive monitoring of, and technical assistance for, LEA implementation of interventions in priority and focus schools likely to result in successful implementation of these interventions and in progress on leading indicators and student outcomes in these schools?

The ISDE has described a plan to evaluate improvement plans and interventions in One-Star and Two-Star Schools on a regular basis. Every One-Star and Two-Star School must submit an improvement plan through the WISE Tool, the State's web-based school improvement planning tool. The WISE Tool has ~~88~~ 129 indicators tied to research in school improvement. Each district in which a One-Star or Two-Star School is located also must develop and submit an improvement plan. All interventions must be aligned to the indicators in a school or district's improvement plan. Here are the ways in which the improvement plans for One-Star and Two-Star Schools will be monitored:

First, the WISE Tool contains several ways in which the State and school districts can monitor improvement activities. It is accessible at the State, district and school levels so staff at all levels can coordinate planning and provide feedback. External improvement coaches, such as those provided through the Idaho Building Capacity Project, will have access to the WISE Tool to comment on improvement plans. The Tool includes timelines and self-monitoring procedures to promote internal responsibility and team planning.

Second, the ISDE and the school district are responsible for evaluating the effectiveness of the One-Star or Two-Star school's improvement plan annually. The ISDE also will evaluate the district's improvement plan annually.

The ISDE and district will use student achievement data and other diagnostic information, such as Focus Visits (if conducted) or federal program reviews. If a plan is not being implemented effectively, the ISDE and district will make changes to the plan or interventions offered to the school.

Did the SEA describe a process for the rigorous review and approval of any external providers used by the SEA and its LEAs to support the implementation of interventions in priority and focus schools that is likely to result in the identification of high-quality partners with experience and expertise applicable to the needs of the school, including specific subgroup needs?

The ISDE has described a rigorous review and approval process for external providers. The following is the process the ISDE will use.

Many of Idaho's districts and schools are located in rural and remote areas. Thus, it is unlikely that new external providers will be available to assist One-Star or Two-Star Schools in their efforts to improve student learning. As such, ISDE does not intend to maintain a state list of newly approved providers. However, the ISDE has existing partnerships with Idaho's three institutions of higher education (IHEs), which serve as approved external partners and have a track record of providing high-quality services in every region of Idaho.

These approved providers include the Center for School Improvement at Boise State University, the Intermountain Center for Education Effectiveness at Idaho State University, and the College of Education at the University of Idaho.

If school districts desire to utilize additional external providers, they may choose to do so at a local level. To attain State approval, the district must define the plan for services, the costs entailed and governance relationships agreed upon in each applicable One-Star or Two-Star School through the district improvement planning process, submitted to the ISDE in the WISE Tool.

The plans for other external providers will be evaluated on a case-by-case basis by the Statewide System of Support (SSOS) Leadership Team, which oversees the review and approval of all improvement plans and associated requirements. Districts plans for other external providers will be evaluated based on the degree to which they demonstrate:

- a rigorous and thorough review, or screening, of available external providers has been conducted by the district
- a rigorous and thorough bidding process has been conducted by the district, if more than one choice is available
- that the external provider's services align with the implementation of the turnaround principles as defined in the Idaho Accountability Plan

- the external provider is sufficiently qualified to provide the services necessary for implementation of the turnaround principles or associated services

If the plan for utilizing a previously unapproved external provider is found lacking, the SSOS Leadership Team will provide direct support and assistance to district leadership in the process of recruiting, screening, and selecting such providers, and then require the plan to be revised as appropriate.

b. *Is the SEA's process for ensuring sufficient support for implementation in priority schools of meaningful interventions aligned with the turnaround principles (including through leveraging funds the LEA was previously required to reserve under ESEA section 1116(b)(10), SIG funds, and other Federal funds, as permitted, along with State and local resources) likely to result in successful implementation of such interventions and improved student achievement?*

The SEA's process for ensuring sufficient support for implementation in One-Star Schools of meaningful interventions is aligned with the Turnaround Principles and likely to result in successful implementation of such interventions and improved student achievement.

The interventions, planning, and expectations for implementation that ISDE has created for schools in One-Star status are comprehensive and integrated across multiple support programs and aligned with each other.

The Turnaround Principles are embedded in the improvement planning process that all One-Star Schools must complete through the WISE Tool, a web-based school improvement planning tool with ~~88~~ 129 different indicators. Additional actions, such as the support of effective teaching and learning through professional development and the temporary support needs of students, are enabled through leveraging district funds previously targeted to specific activities under ESEA Section 1116(b)(10).

Districts with One-Star Schools are still required to set aside funds for professional development according to the definitions provided in the Idaho Accountability Plan. Additionally, the State leverages funds through section 1003(a) and 1003(g) allocations as permitted within ESEA to deliver and provide services directly to schools and their districts as well as provide grants directly to the district to pay for other innovations at the local level. Lastly, the State has written flexibility into this waiver request with the intent of aligning other Federal funding streams, such as 21st Century Community Learning Centers, to support extended learning time for students in need of support.

An additional process the State plans to use to support successful implementation of the Turnaround Principles is the coordination of State funds to reward teachers in hard-to-fill and leadership positions. In 2011, Idaho passed comprehensive education reform laws, known as "Students Come First," that includes a statewide

pay-for-performance plan to reward teachers for improvement student achievement, working in hard-to-fill positions and taking on leadership duties.

In the 2012-13 school year, school districts will work with teachers to develop plans to identify the hard-to-fill positions and leadership duties that should be awarded at the local level. Plans and bonuses will vary from district to district.

The State will provide funding in Fall 2013 for districts to offer rewards in these two areas to support effective teaching and leadership. For example, districts can use these funds to incentivize job-embedded instructional coaching by providing bonuses to teacher leaders. For more information on Students Come First laws, see http://www.studentscomefirst.org/bill.htm.

c. *Is the SEA's process for holding LEAs accountable for improving school and student performance, particularly for turning around their priority schools, likely to improve LEA capacity to support school improvement?*

The SEA's process for holding districts accountable for improving school and student performance, particularly for turning around One-Star Schools, is likely to improve district capacity to support school improvement.

As has been described throughout the flexibility request, Idaho has designed all of its K-12 educational support systems with significant consideration given to district leadership capacity and the ways in which districts develop and support school leadership capacity that is necessary to support school improvement.

- First, the district must be involved in the One-Star School's improvement planning process and implementation of its improvement plan. ISDE holds districts accountable for their responsibility through multiple means, one of which is State review of school improvement plans the district has already approved via local peer review. Subsequently, ISDE will offer assistance to the district and work with them to improve the plans and/or improve the district's capacity to help its schools improve student learning.

- Second, ISDE programs emphasize the development of district leadership capacity along with school leadership. For example, the Idaho Building Capacity Project ensures that for every participating school that is in need of improvement, there is an external Capacity Builder, or improvement coach, who also works with the district superintendent and district leadership team on improvement of the district system.

- Third, ISDE designs and delivers training opportunities for Response to Intervention and other initiatives to district leadership teams to ensure they have the capacity to implement sustainable school improvement practices. District and school leadership teams must work in tandem to achieve higher student outcomes, especially in turning around the lowest-performing schools.

PRINCIPLE 2: SUMMARY

The Idaho State Department of Education (ISDE) is seeking to maximize the flexibility being offered within ESEA in order to build on previously successful practices and move to a more comprehensive approach to improvement and accountability. The State strongly believes in the moral imperative to improve the academic outcomes of all students, but especially those most at risk. The State has experienced a reversal in the trajectory of schools identified for improvement, and ISDE has developed a plan for differentiated recognition, accountability, and support in order to capitalize on the momentum of the past few years.

The State recognizes that it still must work to improve the academic outcomes of students who are at risk. In order to differentiate between the needs of schools and districts, the State model is changing from a conjunctive system of achievement targets to a performance framework that is compensatory in nature.
As such, schools and districts will be classified on a spectrum of performance, with points accumulated across multiple metrics, and will be subsequently labeled each year using a Five-Star Scale to differentiate between the highest and lowest levels of performance.

In response to the need of each school and district, the State has designed recognition opportunities, accountability requirements, and support mechanisms that appropriately match each system's performance. In order to leverage substantial improvement in the lowest performing schools and districts, the State will provide intensive intervention and support opportunities. This comprehensive approach is developed with the intent that all schools and districts will ultimately meet high expectations and move across the Five-Star Scale into the highest levels of performance (i.e., Four- and Five-Star Status).

PRINCIPLE 3: SUPPORTING EFFECTIVE INSTRUCTION AND LEADERSHIP

3.A DEVELOP AND ADOPT GUIDELINES FOR LOCAL TEACHER AND PRINCIPAL EVALUATION AND SUPPORT SYSTEMS

Select the option that pertains to the SEA and provide the corresponding description and evidence, as appropriate, for the option selected.

Option A	Option B	Option C
☐ If the SEA has not already developed any guidelines consistent with Principle 3, provide: i. the SEA's plan to develop and adopt guidelines for local teacher and principal evaluation and support systems by the end of the 2011–2012 school year; ii. a description of the process the SEA will use to involve teachers and principals in the development of these guidelines; and iii. an assurance that the SEA will submit to the Department a copy of the guidelines that it will adopt by the end of the 2011–2012 school year (see Assurance 14).	☐ ☒ If the SEA has already developed and adopted one or more, but not all, guidelines consistent with Principle 3, provide: i. a copy of any guidelines the SEA has adopted (Attachment 10) and an explanation of how these guidelines are likely to lead to the development of evaluation and support systems that improve student achievement and the quality of instruction for students; ii. evidence of the adoption of the guidelines (Attachment 11); iii. the SEA's plan to develop and adopt the remaining guidelines for local teacher and principal evaluation and support systems by the end of the 2011–2012 school	☒ If the SEA has developed and adopted all of the guidelines consistent with Principle 3, provide: i. a copy of the guidelines the SEA has adopted (Attachment 10) and an explanation of how these guidelines are likely to lead to the development of evaluation and support systems that improve student achievement and the quality of instruction for students; ii. evidence of the adoption of the guidelines (Attachment 11); and iii. a description of the process the SEA used to involve teachers and principals in the development of these guidelines.

	year; iv. a description of the process used to involve teachers and principals in the development of the adopted guidelines and the process to continue their involvement in developing any remaining guidelines; and v. an assurance that the SEA will submit to the Department a copy of the remaining guidelines that it will adopt by the end of the 2011–2012 school year (see Assurance 14).	

PRINCIPLE 3 – INTRODUCTION

~~This section primarily provides an overview of work already done in Idaho around teacher evaluation, the efforts to strengthen evaluations for continuous improvement, and the processes in place to create a system for administrator evaluation:~~

~~Idaho has created, and continues to develop, statewide frameworks for performance evaluations that use multiple measures to improve the craft of teaching and instructional leadership at all levels. Under Students Come First, at least 50 percent of teacher and administrator performance evaluations must be based on student achievement. Two other required measures of educator performance are parental input and observation.~~

~~Districts must make sure that parent input is included on teacher and school-based administrator performance evaluations going forward. This data must be considered as part of the overall evaluation, however, districts have local control over by what means they collect and at what percentage they calculate parent information into the evaluation equation. Additionally, every school district is currently using the Statewide Framework for Teacher Performance Evaluations, based on the Danielson Framework for teaching. The states goal is to increase the frequency of interaction between teachers and administrators around this model, and ensure that data gathered from evaluations informs ongoing professional growth.~~

~~Currently, the Idaho State Department of Education is working with educational stakeholder groups to develop the specifics of a statewide framework for administrator evaluations to ensure this goal.~~

~~One of the priorities of the State is to emphasize the principal's role as an instructional leader who is proficient in assessing teacher performance and carrying out reflective conversations to promote each teacher's growth. This work is underway and should be completed by May 2012. Once established, the State intends to use this framework to make necessary changes within administrator preparation programs, and to implement Individual Professional Performance Plans for both teachers and administrators prior to initial certification.~~

~~*3.A.i The SEA has developed and adopted one or more, but not all, guidelines consistent with Principle 3.i. Explanation of how these guidelines are likely to lead to the development of evaluation and support systems that improve student achievement and the quality of instruction for students:*~~

~~In March 2011, Idaho lawmakers enacted Students Come First; a significant new law mandating unprecedented change for the State's K-12 schools. One of the three foundational pillars underlying Students Come First is dedicated to developing great teachers and leaders in Idaho, with the goal for every student to have a highly effective teacher every year of his or her schooling. At the center of this pillar is an emphasis on teacher and administrator evaluations.~~

~~These evaluations build on Idaho's past work to create a Statewide framework for teacher performance evaluations to further ensure that all educator evaluations involve multiple measures, with at least 50 percent of the evaluation based on growth in student learning. The landmark legislation provides for the following (see Idaho Code 33-513 through 33-515 and 33-1004I). http://legislature.idaho.gov/legislation/2011/S1108.pdf and http://legislature.idaho.gov/legislation/2011/S1110.pdf:~~

- ~~Educators will be evaluated based on their impact on student growth, with not less than 50 percent of academic growth accounting for an educator's total evaluation;~~
- ~~Evaluation will serve as a basis for making decisions in the areas of hiring, compensation, promotion, assignment, professional development, earning and retaining non-probationary status, and non-renewal;~~
- ~~Annual performance evaluations will be made for all teachers and principals; and,~~
- ~~Forced placement of teachers is prohibited. This means that no building administrator may be forced to employ a teacher released or otherwise displaced from another school within the district.~~

~~A timeline outlining key events in the development and confirmation of adoption of Idaho's educator evaluation policy is included as Attachment 10.~~

~~The events included in this timeline illustrate a comprehensive plan that will likely lead to the development of evaluation and support systems that increase the quality of instruction for students and improve student achievement. Attachments 10 and 11 provide evidence of Idaho's commitment to a rigorous and relevant evaluation system reflected in policy changes in all phases; from full implementation to proposed rule. Together, these changes represent a comprehensive system for evaluation that will be used for continual improvement of instruction and will meaningfully differentiate educator performance using multiple, valid measures and emphasizing student growth.~~

~~*i. Evidence of the adoption of the guidelines (Attachment 11):*~~

- ~~Students Come First-Proposed revisions to Idaho Code 33-513 through 33-515:~~
- ~~http://legislature.idaho.gov/legislation/2011/S1108.pdf~~

~~iv. Students Come First-Proposed revisions to Idaho Code 33-1004I:~~

- ~~http://legislature.idaho.gov/legislation/2011/S1110.pdf~~
- ~~Finalized Idaho Code 33-513 through 33-515 and Idaho Code 33-1004I~~
- ~~http://legislature.idaho.gov/idstat/Title33/T33CH5SECT33-513.htm~~
- ~~http://legislature.idaho.gov/idstat/Title33/T33CH5SECT33-514.htm~~
- ~~http://legislature.idaho.gov/idstat/Title33/T33CH5SECT33-514A.htm~~
- ~~http://legislature.idaho.gov/idstat/Title33/T33CH5SECT33-515.htm~~
- ~~http://legislature.idaho.gov/idstat/Title33/T33CH10SECT33-1004I.htm~~
- ~~Idaho Administrative Rule - IDAPA 08.02.02.120~~

~~*ii. The SEA's plan to develop and adopt the remaining guidelines for local teacher and principal evaluation and support systems by the end of the 2011-2012 school year:*~~

~~The teacher evaluation guidelines were adopted by the Idaho Legislature in March 2011. Development and adoption of the administrator evaluation guidelines will follow the same process, with recommendations going to the State Board of Education in April 2012. The ISDE and educational stakeholder groups have discussed administrator evaluation since Idaho developed a Statewide Framework for Teacher Performance. In May 2008, the first task force was charged to develop "minimum Statewide standards for a fair, thorough, consistent and efficient system for evaluating teacher performance in Idaho." They completed their work in April 2009 but in December 2011, the ISDE convened a Focus Group to start work in the area of crafting a Statewide Framework for Administrator Performance.~~

~~In the first few months of this work, all stakeholders have shown strong support for the development of a rigorous framework for administrator evaluation; thus; suggesting successful adoption of the related/necessary policies in the 2011-2012 school year.~~

~~ISDE held its first meeting with representatives from educational stakeholder groups on December 15, 2011. Participants included:~~

- ~~Administrators from both large urban and small rural districts~~
- ~~Public School Teachers~~
- ~~Central District Staff- Directors of Curriculum and Special Education~~
- ~~Idaho Education Association President~~

- ~~School board trustees from both large urban and small rural districts~~
- ~~Higher education representatives~~
- ~~Idaho PTA representative~~
- ~~Office of the State Board of Education representative~~
- ~~Office of the Governor representative~~
- ~~Senator John Goedde, Idaho Legislature~~
- ~~Senator James Hammond, Idaho Legislature~~
- ~~Senator Steve Bair, Idaho Legislature~~

~~(See Attachment 15 – Meeting Minutes from December 15, 2011)~~

~~This Focus Group will continue to meet once monthly. ISDE has created a webpage at http://www.sde.idaho.gov/site/teacherEval/ where interested stakeholders and members of the public can track the group's progress, find links to the research and provide feedback to group members. The group plans on concluding its work by May 2012.~~

~~In addition to the Focus Group, ISDE has formed a smaller working group that will also meet monthly to plan for the larger group meetings and specifically craft related State's policy based on stakeholder feedback. The smaller working group consists of the Executive Director of the Idaho Association of School Administrators, the Executive Director of the Idaho School Boards Association, the Executive Director of the Idaho Education Association, and ISDE staff.~~

~~(See Attachments 15 and 16 – Meeting Minutes from November 2011 and January 2012 meetings.)~~

~~The work of the Administrator Evaluation Focus Group has been completed. The State Board of Education has received an informational summary of the recommendations from the Administrator Evaluation Focus Group at the June 2012 meeting. Those recommendations have been converted into a proposed rule based on feedback from the board which will be brought back to the board at the August 2012 meeting (See Attachment 31). Throughout the process, the Administrator Evaluation Focus Group has made every effort to keep all stakeholders apprised of the work, and provide opportunities for feedback. While a number of principals and their association representatives have been directly involved in the work of the focus group, information has been disseminated to all administrators statewide updating them on the work of the focus group and the recommendations that will be made to the state board.~~

~~*iii. Description of the process used to involve teachers and principals in the development of the adopted guidelines and the process to continue their involvement in developing any remaining guidelines:*~~

~~Idaho values stakeholder input, even beyond teachers and principals, in developing evaluation policy, and will continue to provide avenues for input in developing remaining guidelines.~~

~~In Fiscal Year 2009, $50,000 was legislated to fund the research and development activities of the Teacher Evaluation Task Force as briefly referenced above. The task force was comprised of key stakeholders from across Idaho who shared a desire to improve education through a consistent set of statewide standards for teacher evaluation.~~

~~Teachers, parents, school administrators, school board trustees, legislators, and representatives of higher education were involved in the Teacher Performance Evaluation Task Force. The task force met initially in May 2008 with the charge of "developing minimum statewide standards for a fair, thorough, consistent and efficient system for evaluating teacher performance in Idaho."~~

~~(See Attachment 17 - 2010 Legislative Report on the Teacher Performance Evaluation Task Force)~~
~~*http://www.sde.idaho.gov/site/teacherEval/docs/implementation/2010%20Legislative%20Report%20-%20Teacher%20Evaluation.pdf*.~~

~~Key findings of the Teacher Evaluation Task Force included:~~

1. ~~Idaho lacked consistency, reliability and validity in measuring teacher performance. Both the standards and procedures by which teachers were being evaluated lacked consistency from one school district to the next and often within a district from one school to another.~~
1. ~~Many teachers expressed concern about the quality, fairness, consistency, and reliability of teacher evaluation systems that were being used.~~
2. ~~Many school districts had spent considerable resources creating robust, research-based teacher performance evaluation models (but disparate) that were developed with stakeholders involvement.~~
3. ~~Idaho's school administrator preparation programs needed to focus more on the supervision and evaluation of teachers in a purposeful, consistent way.~~
4. ~~A majority of Idaho's school districts were utilizing a teacher performance evaluation model based on Charlotte Danielson's Framework for teaching domains and components of instruction.~~
5. ~~Idaho's Core Teaching Standards, used in pre-service teacher education and key to the ongoing professional development for practicing teachers, were aligned with Charlotte Danielson's Framework for teaching domains and components of instruction.~~

~~Based on task force recommendations, the Idaho State Board of Education and Idaho Legislature subsequently approved administrative rule changes to adopt a Statewide Framework for Teacher Performance Evaluations in Idaho in January 2009. (See Attachment 18 – Idaho Administrative Rule IDAPA 08.02.02.120, http://adm.idaho.gov/adminrules/rules/idapa08/0202.pdf.) The following timeline for implementation of the new Idaho teacher performance evaluation standards was then~~

~~adopted and executed:~~

- ~~Summer 2009: The Idaho State Department of Education began offering trainings and technical assistance on teacher performance evaluation standards. These trainings were part of the technical assistance provided by ISDE designed to assist school districts in the implementation of their new evaluation models.~~

- ~~2009-10 school year: Districts and public charter schools worked with educational stakeholders to develop evaluation models.~~

- ~~February 2010: Districts and public charter schools submitted their proposed models for State approval. The adopted model had to be signed by representatives from the Board of Trustees (school board members), administrators, and teachers. If a school district or public charter school was not prepared to submit their evaluation model and policy for review at that time, the ISDE had to have received evidence that progress was being made toward Fall 2011 implementation. These districts and public charter schools had to submit a letter outlining progress along with a timeline for completion.~~

- ~~Fall 2010: At a minimum, districts and public charter schools had to begin piloting their approved Teacher Performance Evaluations:~~
  - ~~i. Districts and public charter schools were required to submit an interim progress report to ISDE regarding plan implementation.~~
  - ~~i. A waiver process was afforded for districts and public charter schools showing evidence of progress but needing additional time before piloting.~~

- ~~Fall 2011: Full implementation of the teacher evaluation model.~~

~~Technical Assistance Provided by ISDE:~~
~~Beginning in 2010-2011, ISDE provided technical assistance to school districts and public charter schools in their efforts to implement the new teacher evaluation requirements. This technical assistance included:~~

- ~~Six face-to-face regional workshops on the Charlotte Danielson Framework. The workshops were designed for school administrators and focused on giving them a deeper understanding of the Charlotte Danielson Framework and how to use the framework for teacher evaluation purposes.~~

- ~~A contract with Educational Impact to provide 24-hour access to online video-based professional development to all public school teachers and administrator to support understanding of the Charlotte Danielson Framework. This online training was designed to help teachers and administrators better understand the basics of the Framework.~~

- ~~A second contract with Educational Impact was authorized for the purpose of developing a custom training program targeted specifically at administrators.~~

~~The training centered on how to use the Danielson Framework for evaluation purposes, including examination of performance artifacts and best practices in conducting pre- and post-observation conferences. The program allows administrators to view video footage of teachers in the classroom and practice evaluating teacher performance.~~

- ~~A website remains posted with links to sample school district evaluation models, sample policy language, rubrics, evaluation tools, and other guidance that can be utilized by districts as they work to develop and revise their own models.~~

~~Idaho believes that these measures have, and will continue to, significantly contribute to the development of a more able Statewide teaching workforce; one that, in turn, will be better prepared to support improved student achievement. Ongoing implementation of support allows the ISDE to continue to gather feedback about staff development needs around the State.~~

~~ISDE is currently involving teachers, school administrators, legislators, and other significant stakeholder group representatives in the development of guidelines and examples of multiple measures to assess teacher effectiveness in non-tested grades and subject areas. In April 2012, a presentation to the Evaluation Capacity Task Force by a national expert from the National Comprehensive Center on Teacher Quality presented practices being used across the states to provide research and options for initial Idaho recommendations to districts. Ultimately, in accordance with Idaho Administrative Procedures Act (IDAPA) 08.02.02.120, each LEA evaluation policy must include provisions for allowing opportunities for input and ongoing review from those affected by the evaluation; i.e., trustees, administrates and teachers. Therefore these guidelines and examples to assess teacher effectiveness in non-tested grades and subject areas will be reviewed at the local level by all stakeholders prior to adoption by the LEA. With the revisions being proposed to IDAPA 08.02.02.120, a portion of the 50% of a teacher's evaluation that is based on growth in student achievement must be based on growth as determined by the Idaho Student Achievement Test (ISAT) and Idaho's growth model. Local stakeholders have the authority to adopt additional growth measures that meet their unique needs and that will be differentiated based on the subject and grade level being taught. Once approved by the LEA, the revised plans will be submitted to the ISDE for review and approval for alignment to Idaho statute and administrative rule.~~

~~To solicit feedback at the state level beyond the initial role of the Capacity Task Force, all aspects of evaluation systems and models for assessing teacher effectiveness will be reviewed and revised (as necessary) even after formal adoption.~~

~~The formal State Board approval of these recommendations for appropriate measures will take place at the August 2012 board meeting and legislative approval will follow in spring 2013. Following that, the State's Professional Standards Commission shall form an additional subcommittee to work with the State's evaluation coordinator to~~

~~provide ongoing review and inform appropriate revisions of the State's frameworks for educator evaluation.~~

~~The next steps in a unified effort to solidify Idaho's policy commitment to supporting great teachers and leaders to bring about improved student achievement includes creating policy for administrator evaluations in much the same way described above for teacher evaluations. ISDE is currently involving teachers, school administrators, and legislators, and other significant stakeholder group representatives in the development of the administrator evaluation, discussed in detail above. This work and a timeline for other statewide initiatives are outlined in Table 39.~~

~~3.A – Develop and Adopt Guidelines for Local Teacher and Principal Evaluation and Support Systems~~

~~Table 39~~
~~Develop & Adopt Guideline for Local Teacher and Principal Evaluation & Support Systems~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Develop a statewide definition and standards for "effective" teachers~~	~~Spring 2012-Fall 2012~~	~~Administrator Evaluation Focus Group, SEA, via Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified.~~	~~Limited timeframe and funding at this time~~
~~Develop language for Administrative Rule concerning observations of novice or partially proficient teachers at least twice annually, while other staff submit formative observations and evaluative discussions at least twice per year. These observations and evaluative discussions shall be used as data in completing the teacher's one evaluation as is outlined and required by State Statute 33-514~~	~~Spring 2012-Fall 2012~~	~~Administrator Evaluation Focus Group, SEA, via Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~State and stakeholders shall create a sample calendar with suggested timeframe for evaluation and types of data to be collected which will meet state approval to draw fair and consistent results.~~	~~Spring 2012- Summer 2012~~	~~Administrator Evaluation Focus Group, Idaho Department of Education~~ ~~Evaluation Capacity Taskforce~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~
~~ISDE convenes stakeholder group to define a framework for evaluating administrators to be adopted statewide. This group is titled the *Administrator Evaluation Focus Group*. The core/small team consists of ISDE Staff members along with educators associations. The larger focus group includes the core team and various stakeholders within Idaho~~	~~November 2011-May 2012~~	~~Administrator Evaluation Focus Group, Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. Together with Administrator Focus Group generate statewide definition and standards for "effective" school administrators~~ ~~2. Administrator Focus Group will establish a framework for evaluating school administrators that includes multiple measures that also includes 50 percent of the evaluation based upon student growth and achievement~~ ~~3. The Administrator Focus Group will design an administrator evaluation framework heavily focused on Instructional Leadership~~ ~~4. Establish the requirement of an individualized administrator evaluation rating system with a ranking of not proficient, basic, proficient, and distinguished that is transparent and reliable developed with the Administrator Focus Group~~	~~December 2011-May 2012~~	~~Administrator Evaluation Focus Group, Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. ISDE and stakeholders will determine a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g. measures that are clearly related to increasing student academic achievement and school performance, (including measures in non-tested subjects and grades)~~ ~~2. Stakeholders shall also create framework for policy to ensure that evaluation measures are implemented in a consistent and high-quality manner across schools within a District~~	~~March-May, 2012~~	~~Administrator Evaluation Focus Group, Evaluation Capacity Taskforce, Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15. 2011 Administrator Evaluation Focus Group Meeting Attachment 16 Minutes from large Administrator Evaluation Focus Group~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. Develop a Professional Performance Plan for Principals that will hold them accountable for progress in addressing inter-rater reliability~~ ~~2. Principal professional performance plans will include goals addressing school climate and working conditions, developed with reference to a working conditions or school leadership survey. The intent is that this process will allow educators to give feedback on the professional development they receive and will help principals monitor and ensure that educators have access to appropriate and high quality professional development~~	~~January-May, 2012~~	~~Administrator Evaluation Focus Group, Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~ ~~Attachment 16 Minutes from large Administrator Evaluation Focus Group~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~(cont'd)~~ ~~3. Create framework for districts to continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed~~ ~~4. Produce language in Administrative Rule (or Statute) to hold principals accountable for progress against goals laid out in the principal's Professional Performance Plan that addresses inter-rater reliability~~ ~~5. Create a framework for districts to continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed~~					

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. Professional Performance Plan Framework shall be created for educators that will form the basis of subsequent evaluations and allow districts to assess growth and development.~~ ~~2. Create language in Administrative Rule (or Statute) for Professional Performance Plan Framework that will form the basis of subsequent evaluations and allow districts to assess growth and development~~	~~January-June 2012~~	~~Administrator Evaluation Focus Group, Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15. 2011 Administrator Evaluation Focus Group Meeting~~ ~~Attachment 15 Minutes from large Administrator Evaluation Focus Group~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. Create a theory of action and an action plan that identifies a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g. measures that are clearly related to increasing student academic achievement and school performance, (including measures in non-tested subjects and grades)~~ ~~2. Create a framework for policy to ensure that evaluation measures are implemented in a consistent and high-quality manner across schools within all Districts~~ ~~3. Using current research, create a list of options and strategies for use by Idaho educators that will provide meaningful feedback and encourage timely support to educators to improve their practice~~	~~January-August 2012~~	~~Evaluation Capacity Taskforce~~ ~~Administrator Evaluation Focus Group~~ ~~Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15, 2011 Administrator Evaluation Focus Group Meeting~~ ~~Attachment 16 Minutes from large Administrator Evaluation Focus Group~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~1. Present proposal to State Board concerning the framework for evaluating school administrators that includes multiple measures, to include 50 percent of the evaluation based upon student growth~~ ~~2. Provide recommendations to State Board concerning the requirement of an individualized administrator evaluation rating system with a ranking of not proficient, basic, proficient, and distinguished that is transparent and reliable~~	~~May June 2012~~	~~Evaluation Capacity Taskforce~~ ~~Administrator Evaluation Focus Group~~ ~~Idaho Department of Education~~	~~Attachment 15 Agenda from Dec 15. 2011~~ ~~Administrator Evaluation Focus Group Meeting~~ ~~Attachment 16 Minutes from large Administrator Evaluation Focus Group~~	~~Three ISDE Staff members along with educators associations will coordinate and facilitate focus group meetings where standards will be identified~~	~~Limited timeframe and funding at this time~~
~~Public comment period pertaining to the sample calendar with suggested timeframe for evaluation and types of data to be collected which will meet state approval to draw fair and consistent results~~	~~Fall 2012~~	~~ISDE~~	~~Attachment 18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Necessary but unknown at this time~~	~~Resources for Technical Assistance and Support~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Public comment period of Performance Plan Framework that will form the basis of subsequent evaluations and allow districts to assess growth, development and achievement~~	~~Fall 2012~~	~~ISDE~~	~~Attachment 18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~
~~Public comment period concerning Principals being held accountable for progress against goals laid out in the principal's Professional Performance Plan that addresses inter-rater reliability~~	~~Fall 2012~~	~~ISDE~~	~~Attachment 18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~
~~Public comment period concerning observations of novice or partially proficient teachers at least twice annually, while other staff submit to formative observations and evaluative discussions at least twice per year~~ ~~These observations and evaluative discussions shall be used as data in completing the teacher's one evaluation as is outlined and required by State Statute 33-514~~	~~Fall 2012~~	~~ISDE~~	~~Attachment 18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Public Comment period concerning the Administrator Focus Group determinations concerning:~~ ~~1. statewide definition & standards for "effective" school administrators~~ ~~2. framework for evaluating school administrators that includes multiple measures that also includes 50 percent of the evaluation based upon growth in student achievement~~ ~~3. administrator evaluation framework heavily focused on Instructional Leadership~~ ~~4. the requirement of an individualized administrator evaluation rating system with a ranking of not proficient, basic, proficient, and distinguished that is transparent and reliable developed with the Administrator Focus Group~~	~~Fall 2012~~	~~ISDE~~	~~Attachment18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~(cont'd)~~ ~~5. systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g., measures that are clearly related to increasing student academic achievement and school performance, (including measures in non-tested subjects and grades)~~					
~~1. All districts and public charter schools must adopt a policy to include student achievement data as part of their evaluation models for superintendents, assistant superintendents, directors, principals, other district administrative employees and certificated employees~~	~~After June 30, 2012~~	~~ISDE~~	~~Attachment 18 IDAPA 08.02.02.120~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~

~~Next Steps in Strengthening Idaho's Teacher and Administrator Evaluation Policy~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Continued implementation of Idaho Mentor Network with the addition of mentoring for administrators:~~ ~~a. Planning and Designing Professional Development for New Teachers and Mentoring for Equity~~ ~~b. Continue coursework for Consulting Teacher Endorsement~~	~~School Year 2012-2013~~	~~ISDE~~	~~Attachment 19 Executive Summary for Mentors~~ ~~Attachment 20 Leading the Framework for Teaching Action Plan~~	~~SPDG Grant, Title IIA funds~~	~~Managing continuing capacity~~ ~~Continued funding source~~

~~*v. The SEA has checked Assurance 14.*~~

~~*3.A.ii Teacher and principal evaluation and support systems for which the SEA has developed and adopted guidelines, consistent with Principle 3, are systems that meet the specified waiver criteria:*~~

~~Idaho's current educator evaluation system meets the basic waiver elements set forth in 3.A.ii a-f. It is important to note, however, that all of Idaho's related legislation recognizes the need for flexibility in a State that is deeply committed to local control. Clarification of the degree of flexibility allowed in order to maintain the balance between consistency across the State and recognition of districts' unique needs is addressed through the rules promulgation process. Further definition of evaluation processes and timelines will be added to Idaho Administrative Rules prior to full implementation in school year 2014-15. Each element is outlined in Table 3.A.ii(a) *Implementation Timeline for Proposed Rule Changes* included at the end of this section.~~

~~The evaluation systems established for Idaho educators will promote reflective practice and the development of ongoing, personalized professional development plans leading to improved support for turning around low-performing schools and measurably increased student achievement for all students.~~

~~*a. Idaho's Educator Evaluation System will be used for continual improvement of instruction.*~~

~~The teacher evaluation model set forth under IDAPA 08.02.02.120 was adopted in 2010 (http://adm.idaho.gov/adminrules/rules/idapa08/0202.pdf). A significant portion of teacher evaluation is a performance assessment, based upon the *Danielson Framework for Effective Teaching*. Administrative rules specifically address using this evaluation model for the purpose of improving instructional practices. Subsections m and n require school districts to report the following to ISDE in order to receive evaluation plan approval:~~

~~i. Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool used to inform professional development.~~
~~ii. A plan for how evaluations will be used to identify proficiency and define a process that identifies and assists individual educators in need of improvement.~~

~~Idaho's longitudinal data system, *Idaho System for Educational Excellence (ISEE),* allows administrators to track teacher evaluations over time, and to assess the student achievement gains that may result from targeted professional development for teachers. In addition, Administrative rules charge each administrator with the responsibility for being trained in personnel evaluation and districts must commit to ongoing training and funding as follows:~~

~~i. Evaluator -- identification of the individuals responsible for appraising or evaluating certificated personnel performance. The individuals assigned this responsibility should have received training in evaluation.~~

ii. Professional development and training -- a plan for ongoing training for evaluators/administrators and teachers on the districts evaluation standards, tool and process.
iii. Funding -- a plan for funding ongoing training and professional development for administrators in evaluation.

Additionally throughout Principal 2, teacher and administrator evaluations are connected to school improvement plans. Teacher and administrator performance evaluations in Idaho already require a strong tie to student performance metrics (at least 50%). The State will require One- and Two Star schools to demonstrate how teacher and administrator evaluations enhance their improvement plans by embedding the concepts in the Rapid Improvement and Turnaround Plans.

b. Idaho's Educator Evaluation System meaningfully differentiates performance -- using at least three performance levels.

ISDE developed regulations found in IDAPA 08.02.02.120 specifically to support teachers in continual improvement of instructional practices. Currently, school districts are required only to report teacher performance evaluation information in the aggregate as "proficient" or "not proficient." However, ISDE has since begun work on revised rules that will be legislatively approved in January 2013. Revised Idaho Administrative Rule language will require districts to implement a four-tiered rating system by the 2013-14 school year. Under the rule change, there would be four performance levels for all teachers: not proficient, basic, proficient, or distinguished. Additionally, administrator evaluations shall be reported using the same four-tiered ranking system.

c. Idaho's Educator Evaluation System will use multiple valid measures in determining performance levels, including as a significant factor data on student growth for all students (including English Learners and students with disabilities), and other measures of professional practice (which may be gathered through multiple formats and sources, such as observations based on rigorous teacher performance standards, teacher portfolios, and student and parent surveys).

Currently, Idaho's Students Come First legislation enacted in 2011, requires that teacher performance evaluations be based upon multiple measures to include, at minimum:

1. Growth in student achievement data (Idaho Code 33-513 through 33-415B) to be weighed at not less than 50 percent in the evaluation of every educator
1. Teacher observations using the Danielson Framework for Effective Instruction (IDAPA 08.02.02.120.)
2. Parental Input (Idaho Code 33-513)

~~Idaho is also is in the process of rewriting State policies to include these requirements through Administrative Rule:~~

1. ~~Multiple measures must be used to evaluate teacher performance. (State shall create a menu of State-approved measures. Preliminary work based upon NCCTQ Research, Attachment 21 - Alternative Measures of Teacher Performance~~

2. ~~Data must be gathered with sufficient frequency to provide a basis for the evaluation. (State shall create a definition for "Sufficient Frequency" and develop a sample calendar for guidance)~~

~~The State is additionally exploring effective measures related to special student population to further inform teacher evaluation policies. A primary goal for Idaho is to ensure that highly effective teachers are in place throughout the public school system, especially for our most difficult to teach students. In order for the SDE to identify effective teachers, it is first necessary to define "highly effective" teaching and then to develop efficient and practical tools to measure it in the context of special education.~~

~~The Special Educator Evaluation Project focuses on these important tasks. Beginning with the most complex issue in measurement and assessment of teacher evaluation systems (i.e. special education), this project will provide critical information and insight to some of the most difficult measurement, practical and political issues that can inform the scaling up of such a system to other certification and endorsement areas. This project is under the direction of Dr. Evelyn Johnson, in partnership with the ISDE, Boise State University, and the Lee Pesky Learning Center.~~

~~The purpose of this project, under the direction of Dr. Evelyn Wood is to develop a special educator evaluation tool that a) directly links to student outcomes; b) is grounded in Danielson's domains; c) consists of multiple sources of data; and d) provides a system for collaboration among IHE special educator preparation programs, districts, the Idaho SDE, and the National Comprehensive Center for Teacher Quality.~~

~~To accomplish this goal, we will focus on two primary objectives:~~

1. ~~Develop a definition of special educator efficacy~~
2. ~~Support the state's development of a teacher evaluation system by informing the components specific to special education teachers~~

~~Participants were recruited by coordinating with existing state projects such as the New Teacher Project, State Mentor Network and graduates of state special education preparation programs.~~

~~Developing such a special education evaluation model will enable the Idaho State Department of Education to align certification standards, teacher preparation, teacher evaluation and school improvement consistent with the guidelines for a comprehensive teacher evaluation system.~~

~~*(i) The SEA has a process for ensuring that all measures that are included in determining performance levels are valid measures, meaning measures that are clearly related to increasing student academic achievement and school performance, and are implemented in a consistent and high quality manner across schools within an LEA:*~~

~~In March 2012, a workgroup comprised of key ISDE staff, external stakeholders and consultants from the Northwest Regional Comprehensive Center will form an Evaluation Capacity Taskforce that will determine a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, and can be implemented in a quality manner.~~

~~This group will focus on the development of a theory of action linked to measuring performance for both teachers and principals, supporting related professional development, and creating a process for the ISDE to monitor school district's educator evaluation systems. The goal of the group will be to produce a Statewide system of support and accountability to ensure consistent and sustainable implementation of valid evaluation systems.~~

~~This Evaluation Capacity Task Force will also vet various measure for grades and subjects in which assessments are not required under ESEA section 1111(b)(3), and provide a menu of options for districts to begin piloting by the 2013-14 school year.~~

~~No later than August 2012, policy created by the Evaluation Capacity Taskforce will be presented for preliminary approval through the State Board of Education. Subsequently, following the rules promulgation process, the proposed policy will go out for a period of public comment in Fall 2012. Formal Legislative approval is expected to follow in Spring 2013. This timeframe will allow districts to pilot an evaluation model incorporating all of the related statutory and administrative rule changes in the 2013-14 school year. ISDE will require that each district's plan be submitted to the State no later than January 2014 to be reviewed and approved. Each plan must include evaluation processes and specific measures for both teacher evaluation and administrator evaluation. ISDE monitoring of school district plans will begin in Fall 2015.~~

~~*(ii) For grades and subjects in which assessments are required under ESEA section 1111(b)(3), the SEA defines a statewide approach for measuring student growth on these assessments:*~~

~~State Superintendent Tom Luna has long been an advocate for including student academic growth measures in gauging the success of schools and teachers.~~

~~To gain a more robust assessment of how our schools, teachers, and students are performing, Idaho will supplement proficiency scores with a new form of accountability—one that recognizes and rewards academic growth in addition to achievement. This is Idaho's Growth Model.~~

~~Idaho's Growth Model is the Student Growth Percentiles (SGP) framework created by Damian Betebenner and utilized by the state of Colorado. The goal of including growth in Idaho's assessments is to maximize student progress toward college- and career-readiness. To help ensure that all students are college- and career-ready by the time they exit high school, both a definition of "readiness" and a comprehensive measurement system are needed in order to determine how well students are progressing toward that goal.~~

~~The growth model adds value to proficiency assessments because it takes into account where a student starts the year academically. By grouping students who perform similarly at the beginning of the year, we can compare a student's growth against that of his/her academic peers over time. Idaho has also adopted a metric to ensure adequate growth to a standard. As outlined in Section 2.A.i. the Adequate Student Growth Percentile will illustrate if a student has made sufficient growth to reach proficiency within three years or by 10th grade, whichever comes first.~~

~~*(iii) For grades and subjects in which assessments are not required under ESEA section 111(b)(3), the SEA plans to provide guidance to LEAs on what measures of student growth are appropriate, and establishes a system for ensuring that LEAs will use valid measures:*~~

~~ISDE will convene an Evaluation Capacity Taskforce, referenced above in 3.A.c(iii). This task force will vet various means of measuring student growth in grades and subjects in which assessments are not required under ESEA section 1111(b)(3), and provide a menu of options for districts to begin piloting by the 2013-2014 school year .The Taskforce shall use as a foundation NCCTQ's "Measuring Teachers' Contributions to Student Learning Growth for non-tested Grades and Subjects" research and policy brief on http://www.tqsource.org/publications/MeasuringTeachersContributions.pdf).~~

~~Once the menu of options for assessment becomes available, districts will include each measure to be used for each subject and grade as a requirement for state approval of the LEA's evaluation plan. Final evaluation plans must be submitted to the ISDE no later than Spring 2014. LEAs that do not use state approved menu options will need to provide rationale and research to support their choice. ISDE monitoring of LEA measures and implementation shall begin in Spring 2015.~~

~~*d. Idaho's Educator Evaluation System will require the evaluation of teachers and principals on a regular basis.*~~

~~Educators are required to receive a performance evaluation annually according to Idaho Code 33-514):~~

~~There shall be a minimum of one (1) written evaluation in each of the annual contract years of employment, the first portion of which shall be completed before February 1 of each year, and shall include input from parents and guardians of students as a factor. A second portion shall be included for all evaluations conducted after June 30, 2012. This second portion shall comprise at least fifty percent (50%) of the total written evaluation and shall be based on objective measure(s) of growth in student achievement. The requirement to provide at least one (1) written evaluation does not exclude additional evaluations that may be performed.~~

~~By June 30, 2013, the state will additionally create guidelines for when, and what types of data, should be collected on a regular basis to provide enough information to draw fair and consistent results with respect to the evaluation of teachers and administrators. Revisions to policy shall require that novice or partially proficient teachers shall be observed at least twice annually, and that all other staff shall submit to, at least, two formative observations and/or evaluative discussions within the school year. These observations and evaluative discussions shall be used as data in completing the teacher's one evaluation as is outlined and required by State Statute 33-514.~~

~~*e. Idaho's Educator Evaluation System will provide clear, timely, and useful feedback, including feedback that identifies needs and guides professional development.*~~

~~To ensure that the feedback informing professional development is meaningful, Idaho will design an administrator evaluation framework heavily focused on Instructional Leadership. The standards for, and definition of, an effective principal will articulate how they should lead and support instructional improvements in their buildings. In December 2011, the ISDE convened a Focus Group to start work in the area of crafting a Statewide Framework for Administrator Performance. These stakeholders will meet monthly through the Spring, and have shown strong support for the development of a rigorous framework for administrator evaluation.~~
~~The plan is to adopt temporary and proposed rule to immediately enforce policies in time to pilot administrator evaluation measures in the 2012-13 school year.~~

~~Additionally, current Administrative Rule IDAPA 08.02.02.120 requires districts to provide, for State approval, a "plan for how evaluations will be used to identify proficiency and define a process that identifies and assists teachers in need of improvement." Plans under previous statute and rule have already been approved, but another round of approvals will be necessary once all new statewide guidelines have been formally adopted.~~

~~To further ensure that evaluation results clearly guide professional development, proposed administrative rule changes will go forth in April 2012, and will include the following language under subsection 05(n):~~

> ~~*No later than March 01, 2014, districts shall have established an individualized teacher evaluation rating system with a ranking of not proficient, basic, proficient, and distinguished . Districts shall ensure that an Individualized Professional Performance Plan is created for each teacher based upon evaluation findings, and to be used in subsequent years as the baseline measurement for professional development and growth.*~~

~~Similar language pertaining to Individualized Professional Performance Plans will appear in administrative rule guiding the evaluation of administrators (See Attachment 23 - Proposed Board Rule Change, discussed in greater depth in Section 3B).~~

~~*SEA guidelines will ensure that evaluations occur with a frequency sufficient to ensure that feedback is provided in a timely manner to inform effective practice:*~~

~~As stated above, Idaho code is being revised to include guidance for when and what types of data might be collected on a regular basis to provide enough information to draw fair and consistent results with respect to the evaluation of teachers and administrators. State policy will require that all staff submit to a minimum of two formative observations and evaluative discussions per year. These observations and evaluative discussions shall be used as data in completing the teacher's one evaluation as is outlined and required by State Statute 33-514.~~

~~*SEA guidelines will likely result in differentiated professional development that meets the needs of teachers:*~~

~~Both principals and teachers will be held accountable for progress against goals set forth in an Individualized Professional Performance Plan. The beginning performance plan shall be established from baseline performance scores articulated as part of the initial certification requirement, implemented through teacher and administrator preparation programs.~~

~~Administrators will monitor and support individualized teacher growth over time using this plan and its subsequent revisions. Central district offices will likewise continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed.~~

~~*f. Idaho's Educator Evaluation System will be used to inform personnel decisions.*~~

~~Beginning with evaluations conducted during the 2011-12 school year, evaluations provide a basis for making decisions in the areas of hiring, compensation, promotion, assignment, professional development, earning, and retaining personnel. See Idaho Code 33-513 through 33-515.~~

~~Table 40~~
~~Implementation Timeline for Proposed Rule Changes~~

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~The sample calendar with suggested timeframe for evaluation and types of data to be collected which will meet state approval to draw fair and consistent results will be presented for approval to the State Board of Education~~	~~April June 2012~~	~~SEA via Idaho Department of Education~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Conditional of State Board of Education approval~~
~~Legislation in place to require teacher evaluations to be reported individually and based upon 4 ranking determinations; not proficient, basic, proficient, and distinguished~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Legislation approval for recommended framework for evaluating school administrators that includes multiple measures, to include 50 percent of the evaluation based upon student growth~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~
~~Legislative approval concerning the requirement of an individualized administrator evaluation rating system with a ranking of not proficient, basic, proficient, and distinguished that is transparent and reliable~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Legislative approval concerning the Performance Plan Framework that will form the basis of subsequent evaluations and allow districts to assess growth, development, and achievement~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~
~~Legislative approval for principals accountable for progress against goals laid out in the principal's Professional Performance Plan that addresses~~ ~~— inter-rater reliability, and the framework for districts to continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~All charters and districts must report teacher evaluations according to 4-tiered ranking system; not proficient, basic, proficient, and distinguished~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislation approval~~
~~1. Create language in Administrative Rule (or Statute) that provides a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g. measures that are clearly related to increasing student academic achievement and school performance, (including measures in non-tested subjects and grades)~~					

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~2. Create language in Administrative Rule (or Statute) to ensure that evaluation measures are implemented in a consistent and high-quality manner across schools within a District~~					
~~Spring 2013~~	~~SEA via Idaho Department of Education~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Conditional of State Board of Education approval~~	
~~Legislative approval for the sample calendar with suggested timeframe for evaluation and types of data to be collected which will meet state approval to draw fair and consistent results~~	~~Spring 2013~~	~~ISDE~~	~~No evidence at this time - Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Idaho Dept. of Education Staff~~	~~Contingent upon legislative approval~~

~~Implementation Timeline for Proposed Rule Changes~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding~~	~~Significant Obstacles~~
~~Public comment period of systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g. measures that are clearly related to increasing student academic achievement and school performance, (including measures in non-tested subjects and grades) and policy to ensure that evaluation measures are implemented in a consistent and high-quality manner across schools within a District~~	~~Fall 2013~~	~~SEA via Idaho Department of Education~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Resources for Technical Assistance and Support~~

~~3.B ENSURE LEAS IMPLEMENT TEACHER AND PRINCIPAL EVALUATION AND SUPPORT SYSTEMS~~

~~*The SEA's process for ensuring that each LEA develops, adopts, pilots, and implements, with the involvement of teachers and principals, evaluation and support systems consistent with the SEA's adopted guidelines that are likely to lead to high-quality local teacher and principal evaluation and support systems:*~~

~~The SEA has developed a timeframe for the development and implementation of an educator evaluation system that involves stakeholders in the process, incorporates support and accountability for districts, and will likely lead to high quality local teacher and principal evaluation systems. This work was begun in 2009, focusing on teacher evaluation, and has continued to evolve with the implementation of Students Come First and the recent work of the Administrator Evaluation Focus Group. A timeline of all events related to this work, past, present, and planned for the future appears below:~~

~~Table 41~~
~~Timeline of Events Related to ISDE Implementation of Evaluation Policy~~

~~Timeline~~	~~Event(s)~~
~~February 2009~~	~~Presented Teacher Performance Evaluation recommendations to the Idaho Legislature~~
~~April 2009~~	~~The State Board of Education adopted as a temporary proposed rule the recommendations of the Teacher Performance Evaluation Task Force- IDAPA 08.02.02.120~~
~~August 2009~~	~~The ISDE sponsored Regional Trainings for Administrators on utilizing the Danielson Framework for teacher evaluation purposes. Districts worked with stakeholders to create models~~
~~February 2010~~	~~Districts were required to submit their proposal models to ISDE for review and approval. District's model had to be signed by representatives of the Board of Trustees, administrators, and teachers~~
~~March 2011~~	~~Temporary proposed Administrative Rules formally approved by the Legislature~~
~~2010-2011 School Year~~	~~At a minimum, districts began piloting their approved Teacher Performance Evaluations~~
~~March 2011~~	~~Students Come First legislation enacted requiring all districts and public charter schools to work with stakeholders to (1) adopt a policy to include student achievement data as part of their evaluation model and (2) adopt a policy to include parent input as part of their evaluation model~~

~~Timeline~~	~~Event(s)~~
~~2011-2012~~	~~Districts begin full implementation of their teacher evaluation model. All district and public charter school teacher and principal evaluation models require review and approval by ISDE and are posted to the State's website along with the results of all teacher and principal evaluations in accordance with the American Recovery and Reinvestment Act reporting guidance~~
~~December 2011~~	~~ISDE convenes stakeholder group to define a framework for evaluating administrators~~
~~March 2012~~	~~ISDE will convene an Evaluation Capacity Taskforce to formally determine a systematic way to monitor and support districts to ensure that all measures used in determining performance are valid and can be implemented in a quality manner~~
~~2012~~	~~The State Board of Education will adopt as a Temporary and Proposed Rule, the recommendations of the Administrator Evaluation Focus Group, IDAPA 08.02.02.121 beginning formal promulgation of rule~~
~~2012-2013 School Year~~	~~Districts begin implementation of teacher evaluation models that provide for multiple measures to include, at a minimum, 50 percent student growth measures and parental input for all educators. Districts will additionally develop and adopt local evaluation models for administrators based upon Temporary Proposed Rule~~
~~2013-2014 School Year~~	~~Districts begin piloting principal evaluation models and submit plans to the ISDE for review and approval before formally adopting that model district wide~~
~~2014-2015 School Year~~	~~Full implementation of principal evaluation models. ISDE will begin monitoring~~

~~*ISDE has a process for reviewing and approving an LEA's teacher and principal evaluation and support systems to ensure that they are consistent with the SEA's guidelines and will result in the successful implementation of such systems.*~~

~~Every school district and public charter school first submitted its teacher evaluation model to ISDE for review and approval in February 2010. To be approved, the evaluation model had to meet the minimum Statewide standards required by Idaho laws and rules. Models must address performance levels, reliability and validity, and ongoing training and professional development. A team of reviewers at ISDE, trained in the framework, review and approve the evaluation models. (See Attachment 24 - Teacher Evaluation Standards and Requirements Rubric). Plans not approved were returned to the districts, highlighting recommendations for change. Plans were then revised and resubmitted to ISDE for review and approval. Once approved, any changes made to a district's evaluation model must be resubmitted to ISDE.~~

~~As a result of Students Come First, school districts have begun revising evaluation plans for another round of State reviews. Additionally the ISDE is developing guidance for administrator evaluations that will be approved prior to the 2012-13 school year. These requirements will also need to be reflected in revised educator evaluation plans.~~

~~In order to allow districts to be purposeful in planning, and to maximize stakeholder input, ISDE will allow districts to use the 2012-13 school year to draft, discuss, and preliminarily adopt district policy. By the 2013- 14 school year, the district's evaluation administrator model must be implemented in a pilot form (at minimum) and final drafts of the district's revised evaluation plan that included processes and measurements to evaluate both teachers and administrators must be submitted to ISDE for review and approval no later than January 1, 2014. (See Attachment 23 – Proposed Board Rule Change; IDAPA 08.02.02.120.08 and IDAPA 08.02.02.121.07)~~

~~*ISDE's process for ensuring that an LEA develops, adopts, pilots, and implements its teacher and principal evaluation and support systems with the involvement of teachers and principals.*~~ ~~According to current Idaho Administrative Rule, IDAPA 08.02.02.120, school districts must implement teacher evaluation processes and support systems with the involvement of education stakeholders:~~

> ~~Each school district board of trustees will develop and adopt policies for teacher performance evaluation in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction. *The process of developing criteria and procedures for certificated personnel evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators and teachers. The evaluation policy will be a matter of public record and communicated to the certificated personnel for whom it is written.*~~

~~As part of ISDE's review process, proof of stakeholder participation must be submitted by each district in order to qualify its educator evaluation plan for State approval. (See Attachment 24 - Teacher Evaluation Standards and Requirements Rubric). As noted above, a similar system for developing, piloting, implementing, and monitoring an evaluation framework for administrators is being crafted. ISDE will ensure that stakeholder participation is a key part of developing the State's framework, as well as a requirement for all districts in adopting their own educator evaluation systems within this framework. The Department held its first meeting with representatives from all major educational stakeholder groups on December 15, 2011. Meetings will continue monthly to gather input that will eventually shape the administrator evaluation framework. ISDE has created a webpage where interested stakeholders and members of the public can track the group's progress, find links to the research guiding ISDE discussions, and provide feedback. The process and timeline for this work is described in greater detail in section 3.A.i.~~

~~*The SEA's process ensures that all measures used in an LEA's evaluation and support systems are valid, meaning measures that are clearly related to increasing student academic achievement and school performance, and are implemented in a consistent and high-quality manner across schools within an LEA.*~~

~~In March 2010, the Idaho Legislature formally approved Idaho's Statewide Framework for Teacher Performance Evaluations.~~

~~The legislation formalized requirements previously prescribed through a temporary administrative rule. In order to assist districts in adopting and piloting the system with consistency, ISDE produced and distributed implementation guidance Statewide, and posted the information on its website. (See Attachment 25- Teacher Performance Evaluation Implementation Guidelines; http://www.sde.idaho.gov/site/teacherEval/docs/implementation/Implementation%20Guidelines.doc).~~

~~The process and timeline for this work is described in greater detail in section 3.A.i.~~

~~The SEA's process ensures that all measures used in an LEA's evaluation and support systems are valid, meaningful measures that are clearly related to increasing student academic achievement and school performance, and are implemented in a consistent and high-quality manner across schools within an LEA.As has been noted earlier, the Students Come First legislation (March 2011) further solidified the State's commitment to developing great teachers and leaders, with the goal for every student to have a highly effective teacher every year of his or her schooling. At the center of this statute is an emphasis on valid and reliable teacher and administrator evaluations. These evaluations build on Idaho's past work to create a Statewide framework for educator performance evaluations ensuring that all educator evaluations involve multiple measures, with at least 50 percent of the evaluation based upon growth in student achievement. These changes, preliminarily approved in 2011, await final legislative approval during the current session (See Attachment 26 – Revised IDAPA 08.02.02.120 Legislative Approval 2012). In order to be approved by the State, each district's teacher evaluation model must include the following:~~

- ~~**Performance Levels:** Each school district must identify descriptors of performance levels for each domain. Examples of performance levels a district might identify include: not proficient, basic, proficient, and distinguished. In recognition of research into mastery, proficient performance in a domain is meeting 80 percent of the components. Beyond this, the ISDE will propose Board Rule change to be effective as of Spring 2012, in which all educators will be mandatorily ranked using the 4-tiered system referenced above.~~

- ~~**Reliability and Validity:** Idaho's Teacher Performance Evaluation requires that each district's evaluation tool and process be valid and reliable and utilize data to support same. Districts will report content validity data within the first year - gather input from those being evaluated on the indicators within components and domains (this meets the requirements in the Idaho Administrative Code 08.02.02.120). Reliability is demonstrated through the plan for ongoing training for evaluators to ensure that different evaluators recognize the same behaviors at the same level of performance. In addition, ISDE is piloting a certification process for ensuring inter-rater reliability among evaluators, discussed in greater detail below. Proposed board rule will also require proof of proficiency in assessing teacher performance.~~

- ~~**Training and Professional Development:** As part of each district's process and implementation of a teacher evaluation model, there must be a plan for ongoing training for evaluators/administrators as well as professional development for teachers on the district's evaluation tool and process. Beyond this, the ISDE will propose Board Rule change to be effective as of Spring 2012, in which proposed Board Rule will additionally require an Individualized Professional Performance plan to track growth and achievement.~~

~~A means for providing evidence of inter-rater reliability is being piloted through ISDE at this time. To further promote rigor and reliability in evaluations, ISDE is currently offering opportunities for school districts to pilot the *Teachscape Danielson Proficiency Assessment*. This is intended to achieve inter-rater reliability as it relates to evaluation based upon classroom observation (See Attachment 27 – Danielson Brochure - Proficiency Assessment - http://www.teachscape.com/products/danielson-proficiency-system).~~

~~This pilot effort involves 50 administrators from northern Idaho school districts. The participants receive extensive training in conducting classroom observations, conferencing, and gathering artifacts for assessment. Each participant is then required to take a proficiency assessment to achieve certification in accurate evaluation. In January 2012, the pilot was expanded to include over 150 more administrators and teacher leaders in two additional regions of the State. The findings of this pilot will be used to inform further training and to explore building capacity across the state. (See Attachment 28 – Invitation to Participate.)~~

~~As noted in section 3A.ii(c), subsection *ii,* ISDE will also convene an Evaluation Capacity Taskforce charged to determine a systemic way to monitor and support districts to ensure that all measures used to determine performance are valid measures, and can be implemented in a quality manner. By March 2012, this group comprised of key ISDE staff, external stakeholders and consultants from the Northwest Regional Comprehensive Center will come together to develop a theory of action around measuring educator performance, supporting related professional development, and creating a process for ISDE to monitor school districts' systems.~~

~~The goal of the group will be to produce a Statewide system of support and accountability that will ensure consistent and sustainable implementation of valid evaluation systems for both teachers and administrators. This work will also include compiling a menu of recommendations for measuring student growth in grades and subjects in which assessments are not required under ESEA section 1111(b)(3) that will meet State approval.~~

~~Not later than August of 2012, additional amendments to policies created by this taskforce will be presented for preliminary approval through the State Board of Education. Subsequently, following the rules promulgation process of the proposed amendments, ISDE will begin monitoring all district plans beginning in Fall 2015.~~

~~*The SEA's plan to be successful in ensuring that LEAs meet the timeline requirements by piloting evaluation and support systems no later than the 2013-2014 school year and implementing evaluation and support systems consistent with the requirements described above no later than the 2014-2015 school year.*~~

~~As described throughout this document, ISDE has set forth a timeline for policy development and school district adoption that is consistent with the requirements of the ESEA Waiver Guidelines (See Attachment 23 – Proposed Board Rule Change) that includes key implementation dates. As has been evidenced throughout the State's responses to the questions set forth in this Principle, the timelines and various activities to be conducted have been determined to ensure that Idaho's evaluation and support systems will be piloted no later than the 2013-14 school year. That will be followed by full implementation in the 2014-15 school year; if not earlier.~~

~~*Timelines that reflect a clear understanding of what steps will be necessary and reflect a logical sequencing and spacing of the steps necessary to implement evaluation and support systems consistent with the required timelines.*~~

~~ISDE is confident that the timeline included within this ESEA flexibility submittal is logical and reasonable. Though there is much to be done within the timeframe, there is a sense of urgency and a commitment from all stakeholder groups that makes the plan reasonable. With the implementation of the teacher evaluation, and processes for approving district evaluation plans already in place, Idaho has a good foundation on which to build, based upon successful precedent.~~

~~The greatest challenge to the timeline, however, is that at this time, funds to fully support the professional development for school districts are scarce. The state will continue to use Title IIA State Project funds to provide technical assistance and training to districts to implement evaluation systems, but without further funding the speed at which the state will be able to deeply assist and regularly monitor in every district may be slowed. The State will not compromise on fidelity of implementation; however, it is always a challenge to reach geographically removed areas. The State's ability to secure adequate resources, outside of Title IIA, will ultimately dictate the speed of full implementation statewide.~~

~~*The SEA's plan for providing adequate guidance and other technical assistance to LEAs in developing and implementing teacher and principal evaluation and support systems that are likely to lead to successful implementation.*~~

~~The ISDE is confident that the components detailed above will ensure adequate guidance and technical assistance to LEAs in developing and implementing teacher and principal evaluation and support systems that will likely lead to successful implementation. A summary of some of these key activities follow:~~

- ***Creation of Evaluation Capacity Taskforce.*** This group will focus on the development of a theory of action linked to measuring educator performance, supporting related professional development, and creating a process for the ISDE to monitor school district's educator evaluation systems. The goal of the group will be to produce a Statewide system of support and accountability to ensure consistent and sustainable implementation of valid evaluation systems.

- ***ISDE Policy Guidance.*** ISDE will have all policy in place by Spring 2012 and allow districts to use the 2012-13 school year to draft, discuss, and preliminarily adopt district policy for administrator evaluation systems, as well as finalize changes to teacher evaluation systems. By the 2013-14 school year, the district's evaluation models must be implemented in a pilot form (one school per district, at minimum) and the ISDE will establish a website to capture district reporting, and will solicit best practices from districts across the state. - Final drafts of the revised educator evaluation plan must be submitted to ISDE for review and approval no later than January 1, 2014

- ***Established System for Reviewing and Approving Evaluation Plans.*** Idaho's Teacher Performance Evaluation policy requires that each school district's evaluation tool and process be valid and reliable and utilize data-based decision making practices for professional development. Any district plan that does not meet ISDE requirements is returned with comment to be revised and resubmitted.

  Districts report content validity data within the first year and gather input from those being evaluated (this meets the requirements in the Idaho Administrative Code 08.02.02.120). Reliability is demonstrated through the plan for ongoing training for evaluators to ensure that different evaluators recognize the same behaviors at the same level of performance. Proposed rule changes will further require "evidence of proficiency in evaluating teacher performance based upon the Danielson Framework for Effective Teaching." As above, an additional round of ISDE approval will be required for all evaluation systems once all changes are in effect, and administrator evaluation plans are fully in place.

- ***Face-to-Face Danielson Framework Training.*** Training will be provided across the state for administrators and teacher leaders. Training in the *Framework for Teaching* will increase the likelihood of effective instructional leadership within schools, and ensure inter-rater reliability in performing teacher evaluations.

  A means for providing legally defensible evidence of inter-rater reliability is being piloted through ISDE at this time. To further promote rigor and reliability in evaluations, ISDE is currently offering opportunities for school districts to pilot the *Teachscape Danielson Proficiency Assessment* and for school leaders to become "certified" evaluators.

While funds to fully support school districts in the implementation of teacher and principal evaluations are limited, the ISDE will leverage existing resources to implement these initiatives. How far ISDE will reach, and how timely the necessary technical assistance and support can be provided as well as regular monitoring of systems adopted by districts will be dependent upon staff time and available resources.

~~At minimum, the statute and rule changes implemented by the State will eventually lead to successful implementation.~~

~~*Planned pilot is broad enough to gain sufficient feedback from a variety of types of educators, schools, and classrooms to inform full implementation of the LEAs evaluation and support system.*~~

~~Each school district will pilot the educator evaluation framework within their local context in the 2013-14 school year. As with the teacher evaluation system, every district was required to pilot in at least one school a year prior to full implementation. This shall also be the case with the revised teacher evaluation system and the new administrator evaluation system.~~

~~Because each school district across the state will be piloting to some degree, the ISDE is confident that the sample is broad enough, and sufficient feedback can be gathered. The ISDE will establish a website to capture district reporting, and will solicit best practices from districts across the state. Additionally, the newly established longitudinal data system will capture individual teacher evaluations from every district across the state to provide baseline data to ISDE.~~

~~*3.B Idaho Department of Equation's process for ensuring that each LEA develops, adopts, pilots, and implements, with the involvement of teachers and principals, including mechanisms to review, revise, and improve, high-quality teacher and principal evaluation and support systems consistent with the SEA's adopted guidelines.*~~

~~Table 42~~
~~Implementation and Capacity Building Timeline~~

~~Implementation and Capacity Building Timeline~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding)~~	~~Significant Obstacles~~
~~**Phase I implementation-pilot (20% of districts)**~~ ~~• Principals held accountable for progress against goals laid out in the principal's Professional Performance Plan that addresses inter-rater reliability~~ ~~• Create framework for districts to continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed~~	~~2013-14 School Year~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff Time~~ ~~Additional funding necessary but amount unknown at this time~~	~~Concern about sufficient resources for technical assistance and support~~ ~~Managing continuing capacity~~ ~~Continued funding source~~

~~Implementation and Capacity Building Timeline~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding)~~	~~Significant Obstacles~~
• ~~Legislation concerning a systemic way to monitor and support a process for ensuring that all measures included in determining performance levels are valid, e.g. measures that are clearly related to increasing student academic achievement and school performance (including measures in non-tested subjects and grades)~~ • ~~Policy to ensure that evaluation measures are implemented in a consistent and high-quality manner across schools within a district~~	~~Spring 2014~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff~~ ~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time~~ ~~Contingent upon legislative approval~~
• ~~All districts and charters will implement the Performance Plan Framework that will form the basis of subsequent evaluations and allow districts to assess growth and development~~	~~Fall 2014~~	~~ISDE~~	~~No evidence at this time.~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff~~ ~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time.~~ ~~Contingent upon legislative approval~~

~~Implementation and Capacity Building Timeline~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding)~~	~~Significant Obstacles~~
~~**Phase II full implementation–Statewide**~~ ~~• Principals held accountable for progress against goals laid out in the principal's Professional Performance Plan that addresses inter-rater reliability~~ ~~Create framework for districts to continually monitor principal performance goals, provide feedback, and adjust support for the principal as needed~~	~~2014-15 School Year~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff~~ ~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time~~ ~~Contingent upon legislative approval~~
~~• ISDE will establish a process of appeals for districts that wish to contest a plan not approved. This will be accomplished through the same taskforce that will determine a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, e.g. measures that are clearly related to increasing student academic achievement and school performance, and are implemented in a consistent and high-quality manner across schools within a district~~	~~Fall 2014 - Spring 2015~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~ISDE Staff~~ ~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time~~ ~~Contingent upon legislative approval~~

~~Implementation and Capacity Building Timeline~~					
~~Key Milestone or Activity~~	~~Detailed Timeline~~	~~Party or Parties Responsible~~	~~Evidence (Attachment)~~	~~Resources (e.g., staff time, additional funding)~~	~~Significant Obstacles~~
• ~~The educator evaluation plan will be thoroughly developed in multi-phases. The final stage will bring together stakeholders who have piloted the various State mandated programs to gather information and evaluate further modifications to State policy as a result of stakeholder feedback~~	~~Fall 2014-Spring 2015~~	~~ISDE~~	~~No evidence at this time~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time~~ ~~Contingent upon legislative approval~~
• ~~System will be created by ISDE and stakeholders concerning the continuous improvement and modification of educator evaluations in comparison to student achievement and stakeholder response~~	~~Fall 2014-Spring 2015~~	~~ISDE~~	~~No evidence at this time.~~ ~~Evidence will be available following May 2012 Administrator Evaluation Focus Group minutes and artifacts~~	~~Additional funding necessary but amount unknown at this time~~	~~Limited funding at this time~~ ~~Contingent upon legislative approval~~

~~In an effort to ensure support from a variety of stakeholders and policymakers, the State Department of Education has included a number of Legislators, key policy makers and legislative advocates on both the Administrator Evaluation Focus Group and the Evaluation Capacity Task Force. By doing so, we ensure that we have built in sponsors and supporters as any recommendations that come out of these committees go through our rule making and legislative process. Because of this, and the support we have received from these policy makers, the ISDE does not believe that a contingency plan is as important as the demonstration of a willingness to adapt and improve the key elements based on the feedback and input of stakeholders.~~

~~This willingness to change will enable the process to proceed without interruption. Policy makers included on the committees include:~~

- ~~Senator John Goedde, Senate Education Committee Chair, Idaho State Senate~~
- ~~Senator James Hammond, Idaho State Senate~~
- ~~Senator Steve Bair, Idaho State Senate~~
- ~~Roger Brown, Senior Special Assistant for Education and Government, Office of the Governor~~
- ~~Allison McClintick, K-12 Education and Policy Manager, Office of the State Board of Education~~
- ~~Selena Grace, Chief Academic Officer, Office of the State Board of Education,~~
- ~~Penni Cyr, President, Idaho Education Association,~~
- ~~Robin Nettinga, Executive Director, Idaho Education Association,~~
- ~~Karen Echeverria, Executive Director, Idaho School Boards Association,~~
- ~~Rob Winslow, Executive Director, Idaho Association of School Administrators~~

~~As stated throughout the waiver, the ISDE has solicited the input and involvement of all major stakeholder groups representing teachers (IEA), principals and superintendents (IASA), school board members (ISBA), parents (Idaho PTA), legislators, State Board of Education staff, higher education and other education experts. In addition, in accordance with IDAPA 08.02.02.120, all LEA teacher and principal evaluation models and policies must be developed with input and ongoing review from those affected by the evaluation; i.e., trustees, administrates and teachers. Once approved by the LEA, the revised plans will be submitted to the ISDE for review and approval for alignment to Idaho statute and administrative rule.~~

~~The recent re-organization of the ISDE to include the Division of Great Teachers and Leaders, included the creation of a new position, Evaluation Coordinator, dedicated to evaluation and educator quality. This individual is charged with leading the review and approval efforts of all teacher and principal evaluations. In spring 2013, another FTE will be added for the purpose of providing technical assistance to districts and conducting monitoring activities.~~

~~In addition, Idaho's Professional Standards Commission shall form an additional subcommittee to work with the state's evaluation coordinator to provide ongoing review and inform appropriate revisions of the state's frameworks for educator evaluation.~~

~~The State purposefully chose the Danielson Framework for Teaching as the evaluation model for all Idaho teachers based upon its focus on instruction and differentiation. ISDE finds that the Framework for Teaching is specific enough to use for general education teachers, but broad enough that it is applicable to all teaching settings since it draws from instructional strategies and methods that have been proven both in the context of teaching English Learners (LEP) and students with disabilities (SWD). For example, in Domain 1 (Planning and Preparation), the framework addresses keeping student outcomes in mind. For LEP students, this would include English Language Development standards; for SWD, this would include IEP goals.~~

~~Furthermore, Domain 3 (Instruction) addresses assessing students and demonstrating responsiveness to their differentiated needs. For LEP students, this would include ensuring progress according to language development benchmarks and adjusting instruction when they are not on track; for SWD, this certainly applies to progress toward IEP goals and access to and progress toward grade level standards and the adjustment of instruction when a student is not making progress.~~

~~However, in order to ensure the long term development of high quality evaluation, ISDE is also in the research and development process of developing a more specific evaluation instruction for the wide breadth and depth of Special Education teachers. In partnership with Boise State University, a research project is underway called RESET: Recognizing the Effectiveness of Special Education Teachers. The RESET Project will develop an instrument tool based on the Danielson Framework for Teaching that expands and extrapolates some of the more specific and unique characteristics of teaching SWD who may be identified for services for any number of reasons. This research project began in Fall 2010 and will be completed in May 2013. When completed, the tool will be disseminated to Idaho LEAs for them to adopt and use at their discretion.~~

~~In regards to support, IDAPA 08.02.02.120 requires that each LEA develop a teacher evaluation model and policy that will be used to identify proficiency and define a process that identifies and assists teacher in need of improvement and to provide remediation for all teachers in those instances where remediation is determined to be an appropriate course of action. It is also required that each evaluation policy have a plan for collecting teacher evaluation data for all teachers and using that data to inform professional development.~~

~~The ISDE will have formal student growth measures based on statewide assessments (i.e., AGP, SGP) ready by the end of spring 2012 in order to include them in our accountability system and the ISDE will continue to provide training to district and school leaders on what these measures mean.~~

~~Idaho Code 33-514 requires that growth in student achievement make up 50% of a total evaluation.~~

~~With the revisions being proposed to IDAPA 08.02.02.120, a portion of the 50% of a teacher's evaluation that is based on growth in student achievement must be based on growth as determined by the Idaho Student Achievement Test (ISAT) and Idaho's growth model (See Attachment 29). Beyond that, LEAs have the authority to select growth measures that meet their unique needs and ISDE is providing guidance and examples of such through the work of the Evaluation Capacity Task Force.~~

~~As stated throughout the waiver, the ISDE has solicited the input and involvement of all major stakeholder groups representing teachers (IEA), principals and superintendents (IASA), school board members (ISBA), parents (Idaho PTA), legislators, State Board of Education staff, higher education and other education experts.~~
~~In addition, in accordance with IDAPA 08.02.02.120, all LEA teacher and principal evaluation models and policies must be developed with input and ongoing review from those affected by the evaluation; i.e., trustees, administrates and teachers. Once approved by the LEA, the revised plans will be submitted to the ISDE for review and approval for alignment to Idaho statute and administrative rule.~~

~~The recent re-organization of the ISDE to include the Division of Great Teachers and Leaders, included the creation of a new position, Evaluation Coordinator, dedicated to evaluation and educator quality. This individual is charged with leading the review and approval efforts of all teacher and principal evaluations. In spring 2013, another FTE will be added for the purpose of providing technical assistance to districts and conducting monitoring activities. In addition, Idaho's Professional Standards Commission shall form an additional subcommittee to work with the state's evaluation coordinator to provide ongoing review and inform appropriate revisions of the state's frameworks for educator evaluation.~~

~~Idaho believes that we are on track and will be able to provide sufficient training and time for implementation of the growth measures based on the ISAT and those being recommended by the Evaluation Capacity Task Force. As is stated in our timeline, Idaho LEAs will begin piloting the sample growth measures and provide feedback to the ISDE during the 2012-2013 school year with full implementation beginning in the 2014-2015 school year by districts who wish to adopt the sample growth measures developed by the Evaluation Capacity Task Force.~~

~~Dedicated Funds and Dedicated FTEs for Staffing Oversight of Evaluation and Monitoring. The Idaho State Department of Education is dedicated to supporting the ongoing work around educator evaluation and monitoring evaluation systems. The recent re-organization of the ISDE to include the Division of Great Teachers and Leaders, included the creation of a new position, Evaluation Coordinator, dedicated to evaluation and educator quality. This is just one indication of Idaho's commitment to ensuring that our evaluation system is implemented with fidelity and will be successful.~~

~~In addition, Idaho's Professional Standards Commission shall form an additional subcommittee to work with the state's evaluation coordinator to provide ongoing review and inform appropriate revisions of the state's frameworks for educator evaluation.~~

~~Title IIA State Project funds, in combination with district Title IIA funds and dedicated state funds, will keep the work on pace, and the SDE will continue to leverage partnerships with the Title I SIG division and the work of the Idaho LEADS project funded by the Alberstons Foundation. In order to further coherently integrate and distribute the need for support in this area of implementation, work surrounding teacher and administrator evaluation will be included as appropriate in the state's accountability and support programs, such as, Idaho Building Capacity project, Superintendents Network of Support and the Principal Academy of Leadership.~~

~~Principle 3: Summary~~

~~Idaho has created, and continues to develop, statewide frameworks for performance evaluations using multiple measures to improve the craft of teaching and instructional leadership. Recent legislation guarantees that 50 percent of teacher and administrator performance evaluations will be based on student achievement, and that districts must include parent input as part of teacher and school-based administrator performance evaluations. Additionally, teacher observations are conducted consistently across the state, based on the Danielson Framework for Teaching, and are an integral part of a teacher' overall performance evaluation. The states goal is to increase the frequency of interaction between teachers and administrators around this model, and ensure that data gathered from evaluations informs ongoing professional growth.~~

~~The means for capturing growth data for teachers shall begin with an Individual Professional Performance Plan that will be part of the summative evaluation completed in pre-service, prior to initial certification. This plan will be carried throughout a teacher's career, revised with every subsequent evaluation to provide insight into, and evidence of, a teacher's professional growth. To ensure that every teacher evaluation results in meaningful, valid feedback that will inform this professional learning plan, Idaho has made it a priority to emphasize the principal's role as an instructional leader; proficient in assessing teacher performance and carrying out reflective conversations to promote effective classroom practice. To this end, proof of proficiency in assessing teacher performance will become a requirement of every Idaho principal.~~

~~Currently, the Idaho State Department of Education is working with educational stakeholder groups to specifically identify a full set of requirements for administrators, developing a statewide framework for administrator evaluations that will move Idaho closer to its goal to having an effective teacher in every classroom. This work is underway and should be completed by May 2012. Once established, the State intends to use this framework to make necessary changes within administrator preparation programs. A key component will be to also implement Individual Professional Performance Plans for administrators prior to initial certification.~~

~~The State will continue to assess and refine educator evaluation systems through monitoring, and is committed to creating guidance, providing technical assistance, and making policy adjustments according to research in best practices and data collected from the field. Idaho will continue to look for new partnerships and leverage existing partnerships to accomplish the highest quality and greatest possible consistency in evaluation systems across the state.~~

Idaho has made significant strides around teacher and principal evaluation and the efforts to strengthen evaluations for continuous improvement since 2008. In doing so, Idaho has created, and continues to refine our statewide frameworks for performance evaluations that use multiple measures to improve the craft of teaching and instructional leadership at all levels. In 2008-2009, Idaho convened a Teacher Performance Evaluation Task Force (See Attachment 17) which revised Idaho's evaluation requirements and adopted the Charlotte Danielson Framework for Teaching as Idaho's teacher evaluation standards. In 2010 Idaho's Legislature approved the Students Come First reform laws that required 50 percent of a teacher's and principal's evaluation to be based on objective measures of growth in student achievement and required parental input to be considered as a factor. These laws were overturned through a referendum in November 2012. In 2011, Idaho convened an Administrator Evaluation Task Force that worked to adopt statewide administrator evaluation standards and requirements and in 2012, an Evaluation Capacity Task Force that worked to ensure that Idaho had the supports and resources in place to meet the requirements of the ESEA Flexibility application. Following the repeal of Idaho has made significant strides around teacher and principal evaluation and the efforts to strengthen evaluations for continuous improvement since 2008. In doing so, Idaho has created, and continues to refine our statewide frameworks for performance evaluations that use multiple measures to improve the craft of teaching and instructional leadership at all levels. In 2008-2009, Idaho convened a Teacher Performance Evaluation Task Force (See Attachment 17) which revised Idaho's evaluation requirements and adopted the Charlotte Danielson Framework for Teaching as Idaho's teacher evaluation standards. In 2010 Idaho's Legislature approved the Students Come First reform laws that required 50 percent of a teacher's and principal's evaluation to be based on objective measures of growth in student achievement and required parental input to be considered as a factor. These laws were overturned through a referendum in November 2012. In 2011, Idaho convened an Administrator Evaluation Task Force that worked to adopt statewide administrator evaluation standards and requirements and in 2012, an Evaluation Capacity Task Force that worked to ensure that Idaho had the supports and resources in place to meet the requirements of the ESEA Flexibility application. Following the repeal of

Table 40
Evidence that Idaho has developed and adopted all of the guidelines consistent with Principle 3:

Requirement	Citation
Evaluation system is used for continual improvement of instruction.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
Evaluation system meaningfully differentiates performance using at least three performance levels.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
Evaluation system uses multiple measures in determining performance levels, including as a significant factor data on student growth and student/parent surveys.	IDAPA 08.02.02.120, IDAPA 08.02.02.121

SEA has a process for ensuring that all measures that are included in determining performance levels are valid measures.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
For grades and subjects in which assessments are required under ESEA, SEA defines a statewide approach for measuring student growth on these assessments.	Principle II of Idaho's ESEA Flexibility Application as it pertains to the Colorado Growth Model
For grades and subjects in which assessments are not required under ESEA, SEA provides guidance to ELAs on what measures of student growth are appropriate and establish a system to ensure LEA's use valid measures.	Attachments 19, 21 and 22 IDAPA 08.02.02.120, IDAPA 08.02.02.121
Teachers and principals are evaluated on a regular basis.	Section 33-514, Idaho Code, Section 33-515, Idaho Code, IDAPA 08.02.02.120, IDAPA 08.02.02.121
Evaluation provides clear, timely, and useful feedback that guides professional development.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
Ensure that evaluations occur with a frequency sufficient to ensure that feedback is provided in a timely manner to inform effective practice.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
SEA guidelines will likely result in differentiated professional development that meets the need of teachers.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
Evaluation system will be used to inform personnel decisions.	Section 33-514, Idaho Code, Section 33-515, Idaho Code, IDAPA 08.02.02.120, IDAPA 08.02.02.121
The SEA has a process for reviewing and approving an LEA's teacher and principal evaluation and support system.	IDAPA 08.02.02.120, IDAPA 08.02.02.121
The SEA has a process for ensuring that an LEA involves teachers and principals in the development of their evaluations.	IDAPA 08.02.02.120, IDAPA 08.02.02.121

In accordance with Section 33-514 Idaho Code and Section 33-515 Idaho Code, LEAs must evaluate all certificated employees once annually by May 1st. The evaluation shall include a minimum of two documented observations, one of which shall be completed prior to January 1 or each year. Under Idaho's teacher and principal evaluation rules, IDAPA 08.02.02.120 and IDAPA 08.02.02.121(Attachment 34), the one evaluation is further defined. All certificated instructional employees, principals and superintendents, including instructional staff in non-tested grades and subjects, must receive an evaluation in which at least 33% of the evaluation is based off of multiple objective measures of growth student achievement. Growth in student achievement as measured by Idaho's statewide accountability test known as the Idaho Standards Achievement Test (ISAT) must be included. Other measures must be based upon research and approved by the local board of trustees.

State Superintendent Tom Luna has long been an advocate for including student academic growth measures in gauging the success of schools and teachers. To gain a more robust assessment of how our schools, teachers, and students are performing, Idaho has adopted an accountability system that supplements proficiency scores with a new form of accountability— one that recognizes and rewards academic growth in addition to achievement. This is Idaho's Growth Model.

Idaho's Growth Model is the Student Growth Percentiles (SGP) framework created by Damian Betebenner and utilized by the state of Colorado. The goal of including growth in Idaho's assessments is to maximize student progress toward college- and career-readiness. To help ensure that all students are college- and career-ready by the time they exit high school, both a definition of "readiness" and a comprehensive measurement system are needed in order to determine how well students are progressing toward that goal.

The growth model adds value to proficiency assessments because it takes into account where a student starts the year academically. By grouping students who perform similarly at the beginning of the year, we can compare a student's growth against that of his/her academic peers over time. Idaho has also adopted a metric to ensure adequate growth to a standard. As outlined in Section 2.A.i. the Adequate Student Growth Percentile will illustrate if a student has made sufficient growth to reach proficiency within three years or by 10th grade, whichever comes first. This system of measuring growth that is used for Idaho's accountability system will also be used by LEAs for evaluation purposes for all certificated instructional employees, principals and superintendents.

In addition to the growth that is measured by the ISAT, the Evaluation Capacity Taskforce which was formed in March 2012, came together to determine a systemic way to monitor and support a process for ensuring that all measures that are included in determining performance levels are valid measures, and can be implemented in a quality manner. This task force has vetted various means of measuring student growth in grades and subjects in which assessments are not required under ESEA section 1111(b)(3), and has provided a menu of options for districts to begin piloting by the 2013-2014 school year .The Taskforce has used as a foundation NCCTQ's "Measuring Teachers' Contributions to Student Learning Growth for non-tested Grades and Subjects" research and policy

brief on http://www.tqsource.org/publications/MeasuringTeachersContributions.pdf). LEAs must identify each measure it intends to use from the menu for each subject and grade as a requirement for state approval of the LEAs evaluation plan. LEAs choosing to utilize measures that are not on the approved list (See Attachments 19, 21 and 22), must provide rationale and research to support their choice. ISDE will review these measures for validity as part of the overall evaluation being submitted, reviewed and approved by the ISDE in accordance with IDAPA 08.02.02.120 and IDAPA 08.02.02.121. The remaining 67 percent of the evaluation is made up of what Idaho has labeled the Professional Practices portion of the evaluation. For teachers, this portion of the evaluation is aligned to the Danielson Framework for teaching. Within this portion of the evaluation, school districts must adopt evaluation models that contain at least two formative observations with at least one observation being completed by January 1 of each year. These formative observations shall be completed on forms that are aligned to the Domains and Components of the Danielson Framework for teaching. To assist LEAs in their efforts to perform and collect observation data based on the Danielson Framework, the ISDE has partnered with SchoolNet, Idaho's Instructional Management System, to embed the Danielson Framework into an electronic rubric that will allow principals to collect, store and analyze longitudinally, the results of such evaluations. Additionally, LEAs must choose at least one additional measure of educator performance with a choice between student input, parental input or portfolios containing both elements. The data from these measures must be considered as part of the overall evaluation and factored in to the 67 percent of the evaluation that is based on professional practice. The State Department of Education will provide districts with sample forms and documents to assist in the collection of parent and student input. The online tool housed in SchoolNet will allow principals to input data from the observation as well as the results of the other required multiple measures to generate the final teacher evaluation result. Districts choosing to use instruments and forms other than those provided through SchoolNet or by the ISDE must have their instruments and forms approved by the ISDE as part of the review and approval process that will take place by July 1, 2014 as is outlined in IDAPA 08.02.02.120.

Like teachers, 67 percent of a principal's evaluation must be based off of professional practice. For principals, this portion of the evaluation is based on and aligned to the Interstate School Leaders Licensure Consortium (ISLLC) standards. The professional practice portion of a principal's evaluation shall also include at least one additional measure of performance with a choice between teacher input, student input, parental input or portfolios containing all elements. The data from these measures must be considered as part of the overall evaluation and factored in to the 67 percent of the evaluation that is based on professional practice. Observing principal practice is more complicated than teacher observation due to the broader, more complex outcomes and their measurement. Idaho is piloting a variety of measures for principal professional practice. This information will be shared with districts through a Principal Evaluation Guidebook and trainings to follow. The first draft of the document will be available by September 2014. In Idaho, the evaluators of principals are generally superintendents. These evaluators will be offered training on principal evaluation. The State Department of Education will provide districts with sample forms and documents to assist in the collection of teacher, parent and student input. Districts choosing to use instruments and forms other than those provided by the ISDE must have their instruments and forms approved by the ISDE as part of the review and approval process that will take place by July 1, 2014 as is outlined in IDAPA 08.02.02.121.

Additionally, principals must also demonstrate proof of proficiency in conducting teacher evaluations using the state's adopted model, the Charlotte Danielson Framework for Teaching Second Edition. Proof of proficiency in evaluating and observing teacher performance is required of all individuals assigned the responsibility for appraising, observing or evaluating certificated personnel performance. Proof of proficiency must be demonstrated by passing a proficiency assessment approved by the ISDE as a onetime recertification requirement prior to September 1, 2018. During the 2013-2014 school year, the ISDE will sign a statewide contract to provide professional development and a proficiency assessment for all active administrators in Idaho using the Teachscape Danielson Proficiency Assessment. Any district choosing not to take part in the state sponsored proficiency assessment and choosing to develop their own proficiency assessment must receive approval from the ISDE and must have their proficiency assessment process and forms approved by the ISDE.

An important first step of creating a reliable teacher evaluation is assuring that all evaluators can provide evidence of reliable application of the tool. Idaho has invested in this step by including language in Board Rule that states "Proof of proficiency in evaluating performance shall be demonstrated by passing a proficiency assessment approved by the State Department of Education as a onetime recertification requirement prior to September 1, 2018." This initial training is aimed at providing administrators an opportunity to have professional development provided by Idaho State Department of Education (ISDE) which will increase the likelihood of administrators being proficient before 2018 and allow administrators to include proof of proficiency in their recertification process before 2018. The ISDE offers administrators face to face training for those who may need/want more support in understanding and passing the Teachscape for Observers Proficiency Exam. This optional training is provided in different regions across Idaho and led by Danielson Group consultants.

The ISDE will provide training and models designed for districts to facilitate annual professional development for the purpose of calibration of principals/teacher evaluators scoring accuracy. Districts will be expected to use master-scored videos representing all performance levels. Calibrated videos for professional development will ensure the use of "competency is master-coded videos—videos of teachers engaged in classroom instruction that have been assigned correct scores by people with expertise in both the rubric and teaching practice." (2013).McClellan, Ph.D., C., & Clowder Consulting, LLC.
The monitoring process for LEA evaluation plans will provide opportunities to review districts' annual professional development that is designed to conduct accurate, consistent observations that are aligned to master-scored videos representing all performance levels.

To further ensure that the measures that are being utilized in evaluation are consistent, valid and reliable, the ISDE has developed sample calendars that will be posted to the ISDE website that provides guidance to districts on when data should be collected and what types of data should be collected to inform the evaluation (See Attachments 15 and 16). IDAPA 08.02.02.120 and IDAPA 08.02.02.121 also require that each LEA board of trustees develop and adopt policies for teacher and principal performance evaluation in which criteria and procedures for the evaluation are research based and aligned with state standards. By July 1, 2014 an evaluation plan which incorporates all of the above elements outlined in this ESEA Flexibility Application and the above referenced rules must be submitted to the State Department of Education for approval.

The review and monitoring of LEA evaluation plans includes a process for districts to reflect on their teacher and principal evaluation system and its alignment to Idaho's teacher and principal evaluation rules, IDAPA 08.02.02.120 and IDAPA 08.02.02.121.

1. Districts will reflect on their teacher and principal evaluation system while responding to questions of alignment within a Self-Auditing Checklist. Districts will provide evidence of alignment to portions of the new rules or action items that the district will do to fully align to the new evaluation rules.
    a. One portion of the checklist includes an area for districts to provide data that includes the district's current aggregated teacher proficiency ratings and aggregated student achievement data on Math and English Language Arts. Districts will be asked to respond to gaps in data and actions to close that gap.
2. Districts will submit their teacher and principal evaluation plans along with a completed Self-Auditing Checklist on July 1, 2014. All evaluation plans will be reviewed in comparison to the checklist and be given a rating based upon a 99-point scale. The ISDE will collect the district ratings on teacher and principal evaluation plans as baseline data and use it to inform professional development or technical assistance.
3. ISDE will return district evaluation plans with feedback on their action items/evidence. Districts will have the remaining year to work on their action items. The ISDE will offer optional support for districts that may need more technical assistance in this process.
4. Any plan that receives a rating of Moderate or Low Alignment will need to resubmit their plans on July 1, 2015. ISDE will review revised evaluation plans and provide feedback on their alignment.
5. A Teacher and Principal Evaluation Rubric will be designed based on the Self-Auditing Checklist and vetted by ISDE and regional education centers from January 2015 through January 2016.
6. A cyclical process for reviewing and monitoring district teacher and principal evaluation plans will be designed and and vetted by ISDE and regional education centers from January 2015 through January 2016.
7. January 2016 through June 2016 all districts will receive training on the Teacher and Principal Evaluation Rubric and cyclical process for monitoring evaluation plans.

Table 2 includes a timeline of this process in alignment with the progression of the teacher and principal evaluation across Idaho.

Idaho's goal in adopting these two statewide evaluation models and standards is to ensure that each LEA develops and adopts an evaluation and support systems that will improve student achievement and the quality of instruction for all students in the classroom. The evaluation systems established for Idaho educators will promote reflective practice and the development of ongoing, personalized professional development plans leading to improved support for turning around low-performing schools and measurably increasing student achievement for all students. To accomplish this, Idaho has adopted an administrator evaluation framework heavily focused on Instructional Leadership (See Attachment 11). In addition to the focus on Instructional Leadership, IDAPA 08.02.02.120 (See Attachment 34) specifically addresses using the evaluation model for the purpose of improving instructional practices and in making professional development decisions at the district, school and individual level. Subsections f, g, i, m and n of Idaho's rule governing teacher evaluations requires school districts to report the following to ISDE in order to receive evaluation plan approval:

Communication of results – the method by which certificated personnel is informed of the results of evaluation.

Personnel actions – the action available to the school district as a result of the evaluation and the procedures for implementing these actions; e.g. job status change. Note: in the event the action taken as a result of evaluation is to not renew an individual's contract or to renew an individual's contract at a reduced rate, school districts should take proper steps to follow the procedures outlined in Sections 33-513 through 33-515, Idaho Code in order to assure the due process rights of all personnel (See Attachment 26).

Remediation -- a procedure to provide remediation in those instances where remediation is determined to be an appropriate course of action

Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. Aggregate data shall be considered as part of the district and individual schools Needs Assessment in determining professional development offerings.

Individualizing teacher evaluation rating system -- a plan for how evaluations will be used to identify proficiency and record growth over time. No later than July 1, 2013, districts shall have established an individualized teacher evaluation rating system with a minimum of three rankings used to differentiate performance of teachers and pupil personnel certificate holders including unsatisfactory being equal to "1", basic being equal to "2" and proficient being equal to "3".

In conjunction with the rule, Idaho's longitudinal data system, Idaho System for Educational Excellence (ISEE), allows administrators to track teacher evaluations over time, and to assess the student achievement gains that may result from targeted professional development for teachers. IDAPA 08.02.02.120 charges each administrator with the responsibility for being trained in personnel evaluation and districts must commit to ongoing training and funding as follows:

Evaluator -- identification of the individuals responsible for appraising or evaluating certificated instructional staff and pupil personnel performance. The individuals assigned this responsibility shall have received training in evaluation and prior to September 1, 2018, shall demonstrate proof of proficiency in conducting observations and evaluating effective teacher performance by passing a proficiency assessment approved by the State Department of Education as a onetime recertification requirement.

Professional development and training -- a plan for ongoing training and professional learning based upon the district's evaluation standards and process.

Funding – a plan for funding ongoing training and professional development for administrators in evaluation.

To further ensure that the evaluation systems adopted by LEAs are used for continual improvement of instruction, Principal 2 of Idaho's ESEA Flexibility application requires that teacher and administrator evaluations be connected to school improvement plans. The State will require One- and Two-Star schools to demonstrate how teacher and administrator evaluations enhance their improvement plans by embedding the concepts in the Rapid Improvement and Turnaround Plans. In addition, in a strategic move by Superintendent Luna, Idaho's Educator Effectiveness Coordinator who is in charge of teacher and principal evaluation was moved under Idaho's Statewide System of Support team and the Office of Teacher Certification and Professional Standards was moved into the same division as the Statewide System of Support. This shift was designed to ensure that continual improvement of instruction and teacher quality will be part of the overall school and district improvement efforts.

Throughout the process of adopting a statewide model, the Teacher Evaluation Task Force spent a significant amount of time discussing the evaluation needs of all teachers including teachers of English Learners and Students with Disabilities to ensure that all evaluations were being utilized to improve student achievement and the quality of instruction for all students. In the end, the task force purposefully chose the Danielson Framework for Teaching as the evaluation model for all Idaho teachers based upon its focus on instruction and differentiation. ISDE finds that the Framework for Teaching is specific enough to use for general education teachers, but broad enough that it is applicable to all teaching settings since it draws from instructional strategies and methods that have been proven both in the context of teaching English Learners (ELs) and students with disabilities (SWD). For example, in Domain 1 (Planning and Preparation), the framework addresses keeping student outcomes in mind. For ELs students, this would include English Language Development standards; for SWD, this would include IEP goals.
Furthermore, Domain 3 (Instruction) addresses assessing students and demonstrating responsiveness to their differentiated needs. For ELs students, this would include ensuring progress according to language development benchmarks and adjusting instruction when they are not on track; for SWD, this certainly applies to progress toward IEP goals and access to and progress toward grade level standards and the adjustment of instruction when a student is not making progress.

ISDE will create a Crosswalk of Danielson's Framework for Teaching and World-Class Instructional Design and Assessment (WIDA) English Language Development (ELD) Framework: The ISDE includes teams of teacher-leaders who have worked on WIDA implementation within the state. This team has been in place since August 2012. The teacher-leaders will convene to create a cohesive connection between Danielson's and WIDA. The document will include examples of best instructional practices for English Learners for teachers and administrator. The SEA will also contact the Danielson's Group and the WIDA organization to inquire about plans that could inform the Idaho work. This information will be included in the Evaluation Guidance documents and provided to district evaluation teams. They will also receive technical assistance on the WIDA and instructional practices that teachers will use and evaluators will be trained to recognize the teachers' use of the instructional practices for English Learners.

However, in order to ensure the long term development of high quality evaluation, ISDE is also in the research and development process of developing a more specific evaluation instruction for the wide breadth and depth of Special Education teachers. In partnership with Boise State University, a research project is underway called RESET: Recognizing the Effectiveness of Special Education Teachers. The RESET Project will develop an instrument tool based on the Danielson Framework for Teaching that expands and extrapolates some of the more specific and unique characteristics of teaching SWD who may be identified for services for any number of reasons. This research project began in Fall 2010 and will be completed in May 2013. When completed, the tool will be disseminated to Idaho LEAs for them to adopt and use at their discretion. This project is under the direction of Dr. Evelyn Johnson, in partnership with the ISDE, Boise State University, and the Lee Pesky Learning Center.

The Idaho State Department of Education has worked with educational stakeholder groups to develop every facet of the statewide frameworks for teacher and principal evaluation including groups representing teachers (IEA), principals and superintendents (IASA), school board members (ISBA), parents (Idaho PTA), legislators, State Board of Education staff, higher education and other education experts. In addition, in accordance with IDAPA 08.02.02.120 and IDAPA 08.02.02.121, all LEA teacher and principal evaluation models and policies must be developed with input and ongoing review from those affected by the evaluation; i.e., trustees, administrates, teachers and parents. Once approved by the LEA, the revised plans must be submitted to the ISDE for review and approval for alignment to Idaho statute and administrative rule.

An example of this involvement can be found in the adoption of multiple measures to assess teacher effectiveness. The ISDE involved teachers, school administrators, legislators, and other significant stakeholder group representatives in the development of guidelines and examples of multiple measures to assess teacher effectiveness in non-tested grades and subject areas. In April 2012, a presentation to the Evaluation Capacity Task Force by a national expert from the National Comprehensive Center on Teacher Quality presented practices being used across the states to provide research and options for initial Idaho recommendations to districts. Ultimately, in accordance with IDAPA 08.02.02.120, these guidelines and examples to assess teacher effectiveness in non-tested grades and subject areas will be reviewed by teachers, administrators and other local stakeholders who will make recommendations to the local school board prior to adoption by the LEA.

To further ensure that teachers and principals are involved with the development of the adopted guidelines, the above referenced rules and the changes being made to those rules just completed a formal public comment period. Through Idaho's rule making process, all rules adopted by the Idaho State Board of Education must go through a public comment period prior to being approved in a final reading. This ensures that those individuals who are directly impacted by the rules being promulgated have a voice and an opportunity to comment on the rules. All public comments that are submitted are reviewed by the Idaho State Department of Education and the Idaho State Board of Education and considered for possible revisions prior to final approval (See Attachment 31).

In addition to the public comment opportunities, and while a number of educators and their association representatives were directly involved in the work of the different task forces and focus groups formed at the state level, those groups have worked diligently to ensure that each constituent group is well informed of the decisions and progress being made. In addition to communication efforts, they have made significant efforts to provide all constituency groups an opportunity to provide feedback. An example of this can be found in the efforts of the Educator Evaluation Task Force which surveyed constituents on the various decisions that were being made to bring Idaho's evaluation requirements and models in line with the requirements of the ESEA Flexibility Waiver (See Attachments 18 and 20).

3.B ENSURE LEAS IMPLEMENT TEACHER AND PRINCIPAL EVALUATION AND SUPPORT SYSTEMS

3.B Provide the SEA's process for ensuring that each LEA develops, adopts, pilots, and implements, with the involvement of teachers and principals, including mechanisms to review, revise, and improve, high-quality teacher and principal evaluation and support systems consistent with the SEA's adopted guidelines.

The ISDE initially required each school district and public charter school to submit its teacher evaluation model for review and approval back in February 2010. To be approved, the evaluation model had to meet the minimum statewide standards required by Idaho laws and rules. Models had to address performance levels, reliability and validity, and ongoing training and professional development. A team of reviewers at ISDE, trained in the framework, reviewed and approved the evaluation models (See Attachment 24). Plans not approved were returned to the districts, highlighting recommendations for change. Plans were then revised and resubmitted to ISDE for review and approval. Once approved, any changes made to a district's evaluation model must be resubmitted to ISDE.

With the recently approved revisions to IDAPA 08.02.02.120 which governs teacher evaluations and the addition of IDAPA 08.02.02.121 which governs principal evaluation, each school district board of trustees will once again develop and adopt policies for teacher and principal evaluation and submit them to the ISDE for review and approval. In order to allow districts to be purposeful in planning, and to maximize stakeholder input, ISDE will allow districts to use the 2013-14 school year to draft, preliminarily adopt, pilot, discuss, and revise district policy before submitting their teacher and principal evaluation models to the ISDE for final approval by July 1, 2014. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. This approval will utilize a similar rubric to the one used in 2010 but it will be updated and modified to reflect Idaho's new requirements and to ensure that the multiple measures being adopted by districts are valid.

To further ensure consistency of adoption across the state and to promote rigor and reliability in evaluations, a means for providing evidence of inter-rater reliability is being piloted throughout the state. ISDE is currently offering opportunities for school districts to pilot the Teachscape Danielson Proficiency Assessment. With the intent of offering the opportunity for all administrators on a statewide contract starting July 1, 2013. This proficiency assessment is intended to achieve inter-rater reliability as it relates to evaluation based upon classroom observation (See Attachment 27).

This pilot effort involved 280 administrators and teacher leaders from a number of different districts across Idaho. The participants received extensive training in conducting classroom observations, conferencing, and gathering artifacts for assessment. Each participant was then required to take a proficiency assessment to achieve certification in accurate evaluation. The findings of this pilot will be used to inform further training and to explore building capacity across the state. (See Attachment 28)

As noted in section 3A, the ISDE convened an Evaluation Capacity Taskforce that was charged with determining a systemic way to monitor and support districts to ensure that all measures used to determine performance are valid measures and can be implemented in a quality manner. This group was comprised of key ISDE staff, external stakeholders and consultants from the Northwest Regional Comprehensive Center that come together to develop a theory of action around measuring educator performance, supporting related professional development, and creating a process for ISDE to monitor school districts' systems. The goal of the group was to produce a Statewide system of support and accountability that will ensure consistent and sustainable implementation of valid evaluation systems for both teachers and administrators. This work included compiling a menu of recommendations for measuring student growth in grades and subjects in which assessments are not required under ESEA section 1111(b)(3) that will meet State approval (See Attachments 19, 21 and 22).

To further ensure consistency of adoption by each LEA, the ISDE has developed a timeframe for the development and implementation of an educator evaluation system that involves stakeholders in the process, incorporates support and accountability for districts, and will likely lead to high quality local teacher and principal evaluation systems. This work begun in 2009, focusing on teacher evaluation, and has continued to evolve with the implementation of Students Come First and the recent work of the Administrator Evaluation Focus Group. A timeline of all events related to this work, past, present, and planned for the future appears below:

Table 41
Timeline of Events Related to ISDE Implementation of Evaluation Policy

Timeline	Event(s)
February 2009	Presented Teacher Performance Evaluation recommendations to the Idaho Legislature
April 2009	The State Board of Education adopted as a temporary proposed rule the recommendations of the Teacher Performance Evaluation Task Force- IDAPA 08.02.02.120
August 2009	The ISDE sponsored Regional Trainings for Administrators on utilizing the Danielson Framework for teacher evaluation purposes. Districts worked with stakeholders to create models
February 2010	Districts were required to submit their proposal models to ISDE for review and approval. District's model had to be signed by representatives of the Board of Trustees, administrators, and teachers
2009-2010, 2010-2011 School Years	The ISDE provided online professional development and training in the Danielson Framework for Teaching through Educational Impact.

March 2011	Temporary proposed Administrative Rules formally approved by the Legislature
2010-2011 School Year	At a minimum, districts began piloting their approved Teacher Performance Evaluations. The results of these pilots were utilized to make adjustments to their local policies, procedures and evaluation instruments.
March 2011	Students Come First legislation enacted requiring all districts and public charter schools to work with stakeholders to (1) adopt a policy to include student achievement data as part of their evaluation model and (2) adopt a policy to include parent input as part of their evaluation model
2011-2012	Districts begin full implementation of their teacher evaluation model. All LEA teacher evaluation models were reviewed and approved by the ISDE. All LEA teacher and principal evaluation models were collected and posted to the State's website along with the results of all teacher and principal evaluations in accordance with the American Recovery and Reinvestment Act reporting guidance
December 2011	ISDE convened stakeholder group to define a framework for evaluating administrators
March 2012	ISDE convened an Evaluation Capacity Taskforce to formally determine a systematic way to monitor and support districts to ensure that all measures used in determining performance are valid and can be implemented in a quality manner
2012-2013 School Year	Districts began implementation of teacher evaluation models that provided for multiple measures to include, at a minimum, 50 percent student growth measures and parental input for all educators.
November 2012	The Students Come First laws were overturned as a result of a voter referendum. Idaho Attorney General ruled that 50% of a principal or teachers evaluation be based on objective measures of growth in student achievement and must include parental input for the 2012-2013 school year due to the fact that it was in law when contracts were signed.

January 2013	State Department of Education convened Educator Evaluation Task Force that was designed to analyze the ESEA Flexibility requirements, compare them to Idaho's current evaluation requirements and practices and make recommendations to the Idaho State Board of Education and the Idaho Legislate on necessary revisions to teacher and principal evaluation requirements to ensure that Idaho was in compliance with the ESEA Flexibility requirements
March 2013	The 2013 Idaho Legislature adopted recommendations from the Educator Evaluation Task Force that needed to be put into state statute.
April 17, 2013	The Idaho State Board of Education adopted as a Temporary and Proposed Rule, the recommendations of the Educator Evaluation Focus Group including the revisions to IDAPA 08.02.02.120 and the addition of IDAPA 08.02.02.121 beginning the formal promulgation of rule process. These rules were run as Temporary and Proposed which means they went in to full force and affect upon approval. The rules are currently out for public comment and will go back to the State Board for final approval at their meeting in August.
April 24, 2013	The rules governing teacher and principal evaluation were posted for a 30 day public comment period where anyone can provide public comment (http://www.sde.idaho.gov/site/publicComments/).
May 2013	The ISDE will publish a document titled Idaho Effective Principal Evaluation Framework that can be adopted by districts as the instrument used to perform evaluations and observations of principals. This document provides districts with the a deeper understanding of the Principal Evaluation Standards that were adopted by the state and the indicators that an evaluator should be looking for at each proficiency level (See Attachment 23)
August 14, 2013	The State Board of Education will review the public comments collected on the teacher and principal evaluation rules and make any necessary changes to the rules based on those public comments.

2013-2014 School Year	Districts must implement teacher and principal evaluation models that are aligned to the revised rule, IDAPA 08.02.02.120 and the new rule, IDAPA 08.02.02.121. In order to allow districts to be purposeful in planning, and to maximize stakeholder input, ISDE will allow districts to use the 2013-14 school year to draft, preliminarily adopt, pilot, discuss, and modify district policy before submitting their teacher and principal evaluation models to the ISDE for final approval.
July 1, 2013 and throughout the 2013-2014 School Year	Administrators will have an opportunity to receive online training on the Danielson Framework and will take a proficiency assessment to demonstrate proficiency in evaluating performance on a statewide contract. ISDE will begin reviewing district proposed proficiency assessments that may also meet this requirement.
2013-2014 School Year	Institutions of Higher Education will begin piloting a process by which all principal candidates must demonstrate proof of proficiency in evaluating the performance of teachers prior to receiving an Institutional Recommendation and licensure.
2014-2015 School Year	All candidates entering a principal preparation program in 2014-2015 will be required to demonstrate proof of proficiency in evaluating the performance of teachers prior to receiving an Institutional Recommendation and licensure.
2014-2015 School Year	District will submit their teacher and principal evaluation models and policies to the ISDE for formal review and approval. ISDE will begin monitoring district implementation of models and policies.
September 1, 2018	All individuals assigned the responsibility of observing and or evaluating the performance of teachers must demonstrate proof of proficiency in evaluating the performance of teachers as a onetime recertification requirement prior to September 1, 2018.
To insure that LEAs adopt, pilot and implement teacher and principal evaluations and support systems with the involvement of teachers and principals, IDAPA 08.02.02.120 and IDAPA 08.02.02.121, require school districts to involve education stakeholders throughout the process:	

Each school district board of trustees will develop and adopt policies for teacher performance evaluation using multiple measures in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to the Charlotte Danielson Framework for Teaching Second Edition domains and components of instruction. *The process of developing criteria and procedures for certificated personnel evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators, teachers and parents. The evaluation policy will be a matter of public record and communicated to the certificated personnel for whom it is written.*

In addition, the evaluation policy adopted by the LEA must also include a plan for how all stakeholders will be included in the development and ongoing review of their teacher and principal evaluation plans. Stakeholders include, but are not limited to, teachers, board members, administrators and parents (See Attachment 10 and Attachment 11). To ensure that teachers and principals are involved with the development of the adopted guidelines, the ISDE, as part of its review process, will require proof of stakeholder participation in order to qualify its educator evaluation plan for approval (See Attachment 24). This rubric will be updated to reflect Idaho's revised teacher evaluation requirements and to ensure that the multiple measures being adopted by districts are valid. A similar system for reviewing and approving a district's principal evaluation framework is being developed as well as is outlined in Table 2.

In March 2010, the Idaho Legislature formally approved Idaho's Statewide Framework for Teacher Performance Evaluations. The legislation formalized requirements previously prescribed through a temporary administrative rule. In order to assist districts in adopting and piloting the system with consistency, ISDE produced and distributed implementation guidance Statewide, and posted the information on its website (See Attachment 25).

Since Idaho had already adopted, piloted and implemented an evaluation and support system consistent with the requirements described in the ESEA flexibility waiver for both teachers and principals under our Students Come First laws prior to the ESEA flexibility opportunity, all schools in Idaho will have no difficulty implementing their evaluation systems by the 2014-2015 school year despite the repeal of Students Come First and the need to promulgate rules to meet the requirements. As described throughout this document, ISDE has set forth a timeline for policy development and school district adoption that is consistent with the requirements of the ESEA Waiver Guidelines that includes key implementation dates. As has been evidenced throughout the State's responses to the questions set forth in this waiver, the timelines and various activities to be conducted have been determined to ensure that Idaho's evaluation and support systems will be piloted no later than the 2013-14 school year with full implementation by the 2014-2015 school year. The ISDE will begin reviewing, approving and monitoring LEA teacher and principal evaluation models during the 2014-2015 school year.

The ISDE is confident that the timeline included within this ESEA flexibility submittal is logical and reasonable. Though there is much to be done within the timeframe, there is a sense of urgency and a commitment from all stakeholder groups that makes the plan reasonable. With the implementation of the teacher evaluation, and processes for approving district evaluation plans already in place, Idaho has a good foundation on which to build, based upon successful precedent.

In addition to the activities and efforts outlined throughout this ESEA flexibility request, a summary of some additional key activities that will ensure that each LEA develops and implements a teacher and principal evaluation and support systems that will likely lead to successful implementation follow:

- ISDE Policy Guidance. ISDE has all policies in place at this time which will allow districts to use the 2013 - 2014 school year to draft, preliminarily adopt, pilot, discuss and revise their district policy for principal evaluation systems, as well as finalize changes to their teacher evaluation systems. By the 2014 -2015 school year, the district's evaluation models must be fully implemented. The ISDE will establish a website to capture district reporting, and will solicit best practices from districts across the state. Final drafts of the revised educator evaluation plan must be submitted to ISDE for review and approval no later than January 1, 2014
- Face-to-Face Danielson Framework Training. Training has been and will continue to be provided across the state for administrators and teacher leaders. Training in the Framework for Teaching will increase the likelihood of effective instructional leadership within schools, and ensure inter-rater reliability in performing teacher evaluations.
- A means for providing legally defensible evidence of inter-rater reliability has been piloted through ISDE this past year. To further promote rigor and reliability in evaluations, ISDE has offered the Teachscape Danielson Proficiency Assessment for school leaders to become "certified" evaluators. In addition to Title IIA State Project funds that have been utilized in the past for these efforts, an additional $300,000 has been approved by the Idaho Legislature as part of the Public Schools Budget for Fiscal Year 2014 to support the training and proficiency assessments of administrators and teacher leaders in evaluation and the Framework for Teaching statewide.
- The ISDE has set aside state general funds to begin a process by which ISDE staff will do onsite monitoring of teacher evaluation models, policies and practices as part of Idaho's Statewide System of Support focus visits as is outlined in Principal 2 of this ESEA Flexibility Application. The ISDE will continue to leverage partnerships with Idaho's Statewide System of Support Division in order to further support districts in their efforts to implement their teacher and principal evaluation models. By working with programs such as the Idaho Building Capacity project, Superintendents Network and the Network of Innovative School Leaders, all of which are described in Principle 2 of this ESEA Flexibility Application, we will coherently integrate evaluation training and support across programs throughout the state.
- In a strategic move by Superintendent Luna, Idaho's Educator Effectiveness Coordinator, a new position created in 2011 who is in charge of teacher and principal evaluation, was moved under Idaho's Statewide System of Support team and the Office of Teacher Certification and Professional Standards was moved into the same division as the Statewide System of Support. This shift was designed to ensure that continual improvement of instruction and teacher quality was part of the overall school and district improvement efforts.
- Idaho's Professional Standards Commission shall form an additional subcommittee to work with the state's Educator Effectiveness Coordinator to provide ongoing review and inform appropriate revisions of the state's frameworks for educator evaluation.

These are just some of the examples of how Idaho is providing adequate guidance and other technical assistance to LEAs in developing and implementing teacher and principal evaluation and support systems that are likely to lead to successful implementation by LEAs.

In addition to these efforts, each school district will pilot their teacher and principal evaluation systems within their local context in the 2013-14 school year. Because each school district across the state will be piloting to some degree, the ISDE is confident that the sample is broad enough, and sufficient feedback can be gathered. The ISDE will establish a website to capture district reporting, and will solicit best practices from districts across the state. Additionally, the newly established longitudinal data system will capture individual teacher evaluations from every district across the state to provide baseline data to ISDE. The data from these pilots will be utilized to inform potential rule revisions to IDAPA 08.02.02.120 and IDAPA 08.02.02.121.

Idaho has made significant strides around teacher and principal evaluation and the efforts to strengthen evaluations for continuous improvement since 2008. In doing so, Idaho continues to create and refine our statewide frameworks for performance evaluations that use multiple measures to improve the craft of teaching and instructional leadership at all levels. Idaho's educator evaluation system has seen dramatic change and improvements since 2008:

1. Teacher Performance Evaluation Task Force (2008-2009)
2. The adoption of a Statewide Framework for Teacher Performance Evaluations based on the Danielson Framework for Teaching (2009)
3. American Recovery and Reinvestment Act Phase II Reporting Guidance (2010)
4. Students Come First (2010)
5. The Administrator Evaluation Focus Group and the work to adopt administrator evaluation standards (2011)
6. Repeal of Students Come First Laws (2012)
7. The Evaluation Capacity Task Force (2012)
8. Governor Task Force for Improving Education (2013)

Improving educator quality has been in the center of reform in Idaho from 2008 up to this present date. This reform has taught valuable lessons to Idaho's leaders of education. As we watch the nation and Race to The Top (RTT) states struggle to implement evaluation systems, we have learned valuable lessons. Moving quickly towards implementation does not guarantee a successful evaluation system that informs educators practice, and would likely omit the complicated measurement of an

educator's contribution to student growth. Collection and application of reliable data that informs evaluations is complex with high stakes implication. In fact, "officials in most RTT states cited challenges related to developing and using evaluation measures, addressing teacher concerns, and building capacity and sustainability. State officials said it was difficult to design and implement rigorous student learning objectives--an alternate measure of student academic growth. In 6 states, officials said they had difficulty ensuring that principals conducted evaluations consistently." (Race to the Top: States Implementing Teacher and Principal Evaluation Systems Despite Challenges, 2013) In one report it states "that virtually every state has had to delay implementation of its teacher evaluation systems, due to insufficient time to develop rubrics, pilot new systems, and/or train evaluators and others." (Mismatches in Race to the Top Limit Educational Improvement: Lack of Time, Resources, and Tools to Address Opportunity Gaps Puts Lofty State Goals Out of Reach, 2013)

Idaho acknowledges that Principal Evaluation is evolving daily across the nation as research provides more insight on how to better evaluate school leaders. To this end, the Idaho Department of Education (ISDE) collaborates with the Northwest Comprehensive Center at Education Northwest, the Center on Great Teachers and Leaders, and the American Institute of Research who participates and leads current research on principal evaluation. The ISDE will continue collaboration with these teams of leaders in education and educational research. As research opens and improves in the area of evaluating principals and district leaders, Idaho will continue to align evaluation practices of school leadership to the research based evaluation practices that support our forward progression of improving evaluation in Idaho.

The progression towards an evaluation system that informs professional practice will also provide data that can inform personnel decisions and advancement opportunities for teachers and principals. We are confident that as we continue to focus on measuring and improving educators' practices with systematic collection of data and analysis of that data, Idaho's evaluation systems will consistently advance towards a reliable, tailored evaluation system for teachers and principals in multiple situations and settings. As Idaho moves forward with our goal to improve educator's practices, we have created a systematic process to move towards improved evaluation systems. This growth is designed to be systematic with benchmarks and data collection and analysis to inform the continual progress towards a system that can be reliable, transparent, and include coherent weights and measures that move towards consistent weighting to accommodate local control and considerations for educators in a variety of settings. Tables 3 reflect Idaho's efforts to progress towards a system that is valid and reliable through continual investigation and collaboration with teams of various technical experts and assessment specialist.

Idaho has considered these challenges and is committed to purposefully movement towards a more complete and reliable evaluation system to support the high stakes that are associated with teacher and principal evaluation. Idaho will move forward,

taking time to create thoughtful guidance using tested measures while collecting stakeholder feedback throughout the process with the objective of assuring a clear plan of communication is in place throughout the process. We have clear expectations for evaluators of teachers. We expect to move towards those same expectations for the evaluators of principals. However, principal evaluation is evolving from infancy which will impact Idaho's ability to move quickly in this area. Nevertheless, this will continue to be a priority of our principal evaluation system.

Introduction to Table 43

Idaho recognizes the limited time that exists prior to full implementation and is prepared to provide supporting professional development, opportunities for districts to self-reflect on their evaluation systems and provide time for districts to improve their evaluation systems. We know that Idaho's districts must trust their evaluation systems are effective in identifying effective teachers and leaders that improve student growth and achievement. Therefore, we have created a rigorous three year plan that will provide time for stakeholder input, continued piloting of evaluation systems, and systematic two-way feedback within a 3 year process. The table below provides more information on the refinement of teacher and principal evaluation in Idaho.

Table 43 **Three Year Plan to Refine Educator Evaluation Process in Idaho**		
2013--2014 School Year *(Year One - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
1. Schoolnet Teacher Evaluation Pilot provides continuing piloting of Teacher Evaluation through the Schoolnet Educator Suite that includes Teacher Evaluation.	1. 2013-14 Pilot for Principal Evaluation Three Options Option 1: Districts align Idaho Standards for Effective Principals to their current principal evaluation system Option 2: Districts align Idaho Standards for Effective Principals to their current	1. Districts/LEA Charters will be provided the Self-Auditing Checklist in preparation of evaluation plan submission in July of 2014.

Table 43 Three Year Plan to Refine Educator Evaluation Process in Idaho		
2013--2014 School Year *(Year One - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
2. Formative and Interim Assessment Project provided by ISDE, Assessment and Accountability Division: The Formative Interim Assessment Program Project provides an intensive training on in formative and interim assessments. Districts that have prioritized improvement in formative and interim assessment so improvement of instructional practice as part of their Idaho Core Standards implementation.	principal evaluation system AND adopt one or more of the pilot protocols. Option 3: Districts align Idaho Standards for Effective Principals (ISEP) with full implementation of protocols and participate in trainings. This option will be available for up to 8 -10 districts and/or LEA charter schools. The goal of this pilot is to test the Idaho Standards for Effective Principals (ISEP) and the related suite of tools and processes that support the standards.	2. ISDE provide TA on Self-Auditing Checklist for LEA Evaluation Plans: Technical assistance provided concerning the Self-Audit Checklist for districts and LEA charters. Timeline and procedures outlined for districts teacher and principal evaluation plan submissions
3. Begin Draft of Teacher Evaluation Guidebook: Idaho's Department of Education Educational Divisions in cooperation with Idaho's regional education	2. Begin Draft of Principal Evaluation Guidebook: Option 3 participants of the Principal Evaluation Pilot and the outcome and practice measures used during the pilot will inform the draft guidebook of measures recommended to determine principal effectiveness in Idaho.	2. One area of the Self-Auditing Checklist will include the district's current aggregated teacher proficiency ratings and aggregated student achievement data on Math and Language Arts. Districts will be asked to respond to gaps in data and actions to close that gap.

Table 43 Three Year Plan to Refine Educator Evaluation Process in Idaho		
2013--2014 School Year *(Year One - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
centers will begin a combined effort to further identify various reliable, valid measures to guide districts efforts in measuring student achievement. The SEA team of WIDA teacher-leaders will participate in this process and provide expertise in the area of best instructional practices for English Learners for teachers and administrators The ISDE cross divisional teams, the Evaluation Core Team in cooperation with Idaho's education regional centers will use the following documents and data to inform Idaho's Teacher	Idaho has contracted with American Institute of Research (AIR) to produce the first draft of Idaho Principal Evaluation Guidebook. It will be available by September 2014.	

Table 43 Three Year Plan to Refine Educator Evaluation Process in Idaho		
2013--2014 School Year *(Year One - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
Evaluation Guidebook: • Massachusetts Model System for Educator Evaluation Part VII: Rating Educator Impact on Student Learning Using District –Determined Measures of Student Learning, Growth and Achievement as a template http://www.doe.mass.edu/edeval/model/PartVII.pdf • Idaho's draft of Multi-tiered System of Supports (MTSS) Guidance document • WIDA Consortium Resources and Materials • Project Glad Study • Non-tested grades and subjects • Assessment literacy and Materials		

Table 43 Three Year Plan to Refine Educator Evaluation Process in Idaho		
2013--2014 School Year *(Year One - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
• Project Glad Study • Non-tested grades and subjects • Assessment literacy		

Table 43 Continued 2014--2015 School Year *(Year Two - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
1. Continue Cross Division Collaboration on Teacher Evaluation Guidebook to inform teacher evaluation: ISDE Education Educational Divisions and their regional education partners will continue a combined effort to further identify various reliable, valid measures to guide districts efforts in of measuring student	1. Schoolnet Principal Evaluation Pilot: The Schoolnet pilot year of principal evaluation will continue the piloting of multiple measures that are valid measures for principals in Idaho.	1. LEA Evaluation Plan Submissions: July 1, 2014 Idaho districts/LEA charters will submit their teacher and principal evaluation plans with a fully completed Evaluation Plan Self-Auditing Checklist with evidence and actions included.

Table 43 Continued 2014--2015 School Year *(Year Two - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
achievement that more accurately identifies high or low performing teachers. Add guidance and consider modified rubrics for teachers who teach mostly low-income students, English Learners, or students with disabilities		
2. Teacher Evaluation Guidebook will inform and guide the LEA evaluation plan process and rubric: Cross Division Collaboration team will use the Guidebook to inform and guide the Rubric and the process to review and LEA evaluation plans. Guidebook will provide rubrics and guidance in measuring specialized teachers and their effectiveness including alternative settings	2. Continue the Draft of Principal Evaluation Guidebook: Schoolnet pilot sites will continue with the multiple measures determined during the previous year's measures determined by Option 3 Principal Evaluation Pilot teams. Outcome and practice measures will be used during the pilot and participants will inform the draft guidebook of measures recommended to determine principal effectiveness in Idaho. The SEA team of teacher-leaders who have worked on WIDA implementation in the State will participate in this process and provide expertise in the area of best instructional practices for English Learners for teachers and	2. Review of LEA Evaluation Plans: LEA Evaluation Plans and the accompanying Self-Auditing Checklist, evidence, and actions will be reviewed by collaborating ISDE teams. A 99-point percentile scale may be used to rate evaluation plans based on possible points describing high, medium and low levels of alignment and practices within LEA teacher and principal evaluation systems. Range / Description 61-99 / High alignment 40-60 / Moderate alignment 1-39 / Low alignment

Table 43 Continued 2014--2015 School Year *(Year Two - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
The SEA team of teacher-leaders who have worked on WIDA implementation in the State will participate in this process and provide expertise in the area of best instructional practices for English Learners for teachers and administrators The Teacher Evaluation Guidebook will include specific guidance for non-tested grades and subjects and additional assessments for tested subjects. Add guidance and modified rubrics for teachers who teach mostly low-income students, English Learners, or students with disabilities Add guidance and modified rubrics for teachers who teach mostly low-income students, English Learners, or students with disabilities	administrators	LEAs will receive a summary report from the two or more reviewers of the plan. LEAs will receive "next steps" (tasks) in response to their plans description range of evaluation plans alignment and practices of their evaluation plans.
3. Teacher Evaluation Guidebook published in draft format and some	3. Principal Evaluation Guidebook will inform and guide the LEA evaluation	3. Collection and Analyzing of LEA evaluation plan baseline data:

Table 43 Continued 2014--2015 School Year *(Year Two - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
training provided through regional trainings designed for district evaluation teams.	plan process and rubric: Cross Division Collaboration team will use the Guidebook to inform and guide the Rubric and the process to review and LEA evaluation plans	The data collected when reviewing the LEA principal and teacher evaluation plans will be collected and analyzed to determine additional steps in the technical assistance or professional development districts may need.
	4. Multiple Regional training opportunities will be provided from Sept. 2014-Feb. 2015 on the Principal Evaluation Guidebook and the multiple measures included within the guidebook.	4. ISDE Partnerships & Stakeholder groups will begin draft of Evaluation Plan Rubric with proficiency levels: Baseline data from LEA evaluation plan reviews will inform items and proficiency levels in the Evaluation Plan rubric. The principal and teacher guidebooks will inform the items and proficiency levels in the Evaluation Plan rubric.

Table 43 Continued 2015--2016 School Year *(Year Three - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**

Table 43 Continued 2015--2016 School Year *(Year Three - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
1. The Teacher Evaluation Guidebook will continue to be added to, adapted and updated based upon new research in the area of teacher evaluation and feedback from Idaho's stakeholders and as Idaho more accurately defines measures to link teachers with the students they teach and defines weights and measures to through data systems.	1. Principal Evaluation Guidebook published and TA provided: Statewide efforts to provide PD and TA to Idaho's educators about valid and reliable multiple measures of student achievement in principal eval.	1. Tasks from Low Alignment LEA: LEA receiving a Low Alignment scores on their evaluation plans will be expected to complete tasks within a defined timeline.
2. Idaho's Evaluation Core Team, cross division team and Idaho's regional educational centers will continue to research new information as it relates to improving teacher evaluation that more accurately identifies high or low performing educators	2. Idaho's Evaluation Core Team which consists of the Idaho Department of Education Northwest Comprehensive Center at Education Northwest, Center on Great Teachers and Leaders, and American Institute of Research will continue to look for recent research that will assist in consistency of principal evaluation that will lead to a standardization of evaluators of principals.	2. Publish the LEA Evaluation Plan Rubric with proficiency levels: ISDE Partnerships & Stakeholder groups complete the final draft of the LEA Evaluation Plan Rubric with proficiency levels. ISDE will publish the LEA Evaluation Plan Rubric with proficiency levels.
3. Continue statewide professional development for the use of multiple measures in teacher evaluation and various updates based upon continued improvement of evaluation weights	3. The Principal Evaluation Guidebook will continue to be added to, adapted, and updated based upon new research in the area of principal evaluation. Idaho's Evaluation Core Team which	3. Process and monitoring evaluation plan reviewing cycle will be designed based upon the baseline data of district evaluation plans: • ISDE partnerships &

Table 43 Continued 2015--2016 School Year *(Year Three - Refine and Improve Educator Evaluation Systems & Processes)*		
Teacher Evaluation	**Principal Evaluation**	**Review/Monitor of LEA Evaluation Plans**
and measures it relates to improving teacher evaluation that more accurately identifies high or low performing educators	consists of the Idaho Department of Education, Northwest Comprehensive Center at Education Northwest, Center on Great Teachers and Leaders, and American Institute of Research will collaborate on the continuing improvement of this document and training that supports new information as the nation improves principal evaluation that more accurately identifies high or low performing school leaders.	stakeholder groups will determine the rotation process of monitoring and reviewing LEA evaluation plans.
4. Teacher Evaluation Guidebook will support full implementation of teacher evaluation and the reliability of various measures	4. Principal Evaluation Guidebook will support full implementation of principal evaluation and the reliability of various measures.	4. ISDE will provide TA concerning the cycle and plan of reviewing and monitoring LEA Evaluation Plans: Statewide efforts to provide professional development and technical assistance to Idaho's educators about the monitoring and review process for LEA evaluation plans

The strategic progression towards a statewide teacher and principal evaluation goes hand in hand with the transition to Idaho's new assessment system, Smarter Balanced Assessment Consortium (SBAC). The SBAC system is not just a test. As we progress towards the full implementation of the SBAC, each stage of reliable data from the statewide assessment system will inform teacher and principal evaluation. Once SBAC is fully implemented, it will provide data from interim assessments and from summative assessment that are benchmarked to college and career readiness. This progression will provide data for Idaho's

Growth Model that uses Student Growth Percentiles (SGP) mentioned in Section 2.A.i. These statewide measures will be included with defined district determined measures.

Considering the implications of moving too quickly in the process of developing and the implementation evaluation systems, Idaho's strives to move beyond mere compliance of the Principle 3 of the ESEA Flexibility Waiver. It is important that we continue our efforts in molding a teacher and principal evaluation that primarily informs and improves educators' practices that are based upon current research which is trusted to improve student growth. To that end, our continued efforts will include a system that addresses educators concerns and builds capacity with complex issues such as reliable student achievement measures with reliable measures that provides differentiation and measures school and teacher contributions to student growth.

Student Achievement (33%) will be based on statewide assessment system, Smarter Balanced Assessment Consortium (SBAC,) results as well as district determined multiple measures. SBAC results will include student growth and achievement for all grades and content areas assessed. District determined multiple measures will be used for content areas and grade levels where there is not SBAC data available (this may include first year teachers/administrators, new teacher/administrators to the state, teachers who teach in non-SBAC assessed content areas, etc.)

ISDE will create a Crosswalk of Danielson's Framework for Teaching and World-Class Instructional Design and Assessment (WIDA) English Language Development (ELD) Framework: The ISDE includes teams of teacher-leaders who have worked on WIDA implementation within the state. This team has been in place since August 2012. The teacher-leaders will convene to create a cohesive connection between Danielson's and WIDA. The document will include examples of best instructional practices for English Learners for teachers and administrator. The SEA will also contact the Danielson's Group and the WIDA organization to inquire about plans that could inform the Idaho work. This information will be included in the Evaluation Guidance documents and provided to district evaluation teams. They will also receive technical assistance on the WIDA and instructional practices that teachers will use and evaluators will be trained to recognize the teachers' use of the instructional practices for English Learners.

Introduction to Table 44

The ISDE Evaluation Core Team will lead and guide the continued progress of teacher and principal evaluation in Idaho. This team consists of the Statewide System of School Improvement Director, Education Effectiveness Coordinator, Title II-A Coordinator, Family and Community Engagement Coordinator, Title III & State LEP Coordinator, Director of Assessment and

Accountability, and Formative/Interim Assessment Coordinator. The ISDE Evaluation Core Team will lead Idaho's Educator Task Force which consists of approximately 30-40 individuals from across the state that represents various stakeholders.

Table 4 reflects Idaho's continual progression of the transition to the statewide SBAC assessment system and the systematic movement towards more accurate measures of educator quality. The purpose of this progression will be to understand the new measures and their properties that will help us design a system that more accurately identifies high or low performing educators. This progress will be complex as Idaho's statewide assessment system is new and national evaluation research is moving forward at a rapid pace. However, Idaho is confident that as we work cooperatively with technical experts, psychometricians, and our regional education centers in considering classroom or school compositions and the weighting of these measures to adequately differentiate educator performance, we can better define educators' contributions to student learning and growth. Idaho has recommended and provided samples of producing summative rating system for teacher and principal effectiveness. At this time it is a simple numerical calculation using Microsoft Excel that allows LEA and schools to include multiple measures which includes state assessments within the 33% of student achievement. Idaho will better define weighting of measures as we consider school and classroom composition, we will move towards measures that produce further differentiated summative ratings for teachers and principals (e.g., teachers who teach mostly low-income students, English Learners, or students with disabilities).

Idaho's Tiered Licensure grant is led by Idaho's Governor's Task Force for Improving Education.*(see attachment)* The early steps of the grant include institutions of higher education and a few selected schools. The decisions regarding the forward movement of Tiered Licensure in Idaho will be led by the Task Force and therefore the prediction of this movement is difficult to define, at this time. The Tiered Licensure grant will pilot this year's work and report back to the Task Force in December 2014 and the Legislature in January 2015. Consequently, the Table 4 only includes one year of progression. If the Task Force and Legislature determine it is advantageous to continue Tiered Licensure in Idaho, it will be added to Idaho's differentiated evaluation system.

Table 44
Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation

Year	Assessment Data	Additional Advancement Towards Assessment
Fall 2013-Spring 2014	SY 2014–2015 Professional Practice (observations, portfolio, student/parent input) SY 2014–2015 State Assessments (SBAC, IRI) – SBAC Field Test – no data available	A numerical calculation is provided to all districts. At this time, districts may determine the multiple measures for student achievement and determine the weight of each measure. Districts must include statewide assessments. ISDE provides training on multiple measures, non-tested grades and subjects, and support documents for teacher and principal evaluation. Website and training opportunities provide districts the documents and support for teacher observations, portfolios, and student/parent input Principal Evaluation Pilot will include multiple measures for principal evaluation Initial draft of Principal Evaluation Guidance document ISDE continues the process of creating a tiered licensure system to further differentiate teachers and principals based on their evaluation. • Tiered Licensure – See power point titled "Christina Linder and Roger Quarles Tiered

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		Licensure" at http://www.sde.idaho.gov/site/tieredLicensure/ • Timeline for Tiered Licensure – see PDF file titled "NTEP Grant Timeline" at http://www.sde.idaho.gov/site/tieredLicensure/ under Nov 2013 or Attachment 33

Fall 2014–Spring 2015	SY 2014–2015 Professional Practice (observations, portfolio, student/parent input)
	
	• Idaho State Department of Education and stakeholders develop Teacher Evaluation Guide that will assist LEA's in determining multiple measures that are, reliable and valid.
	  ○ This guide document will include strategies and measures for SWD and ELL students
	  ○ Guide will provide examples of creating summative scores using numerical calculations
	
	SY 2014–2015 State Assessments (SBAC, IRI)
	First year of SBAC is available for
		ISDE continues the process of creating a tiered licensure system to further differentiate teachers and principals based on multiple measures
		
		Idaho Core Evaluation Team (see members in table introduction paragraph) and Evaluation Task Force develops draft of Teacher Evaluation Guide that will include information from the following documents:
		• ISDE will use Massachusetts Model System for Educator Evaluation Part VII: Rating Educator Impact on Student Learning Using District – Determined Measures of Student Learning, Growth and Achievement as a template http://www.doe.mass.edu/edeval/model/PartVII.pdf
		• Idaho's Multi-tiered System of Supports (MTSS) Guidance document
		• WIDA Consortium Resources and Materials

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
	statewide assessment	• Project GLAD Study • Specialized Instructors/Teachers • Non-tested grades and subjects • Assessment literacy • Continue the current summative rating system for teacher and principal effectiveness Professional development opportunities are provided throughout the state on draft Teacher Evaluation Guidance document Professional development opportunities are provided throughout the state on assessment literacy for district and school evaluation teams. Second draft of Principal Evaluation Guidance document is prepared for trainings for Idaho's school leadership
Summer 2015	Teachers receive ratings based on SY 2014–2015 Student Achievement Performance • Achievement on SBAC & District Determined Multiple Measures	
Fall 2015	Teachers and principals develop Professional Learning Plans based on SY 2014–2015 ratings	Training offered on teacher and principal Professional Learning Plans

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		Idaho Core Evaluation team and ISDE Assessment Division will bring initial recommendations concerning adequately differentiate educator performance to the Evaluation Task Force Recommendations to the Task Force will include: • the weights of the growth measure based on assessments • analysis of variances of across the State and issues of comparability and fairness • college- and career-ready aligned assessments and the considerations of they may have on Idaho's growth model calculations • systematic differences in teacher Median Growth Percentiles (MGPs) based on classroom composition (e.g., do teachers who teach mostly low-income students, English Learners, or students with disabilities get systematically higher or lower MGPs) • consider if business rules need developed to define what constitutes a group of teachers under school-level data and how student growth in calculated for each

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		member of that group and the group as a whole • produce a more complete, accurate summative rating system of teacher and principal effectiveness
Fall 2015–Spring 2016	Teachers receive professional development based on SY 2014–2015 ratings; SY 2015–2016 Professional Practice (observations, portfolio, student/parent input) SY 2015–2016 State assessments Second year of SBAC results First year of SBAC student growth data	Professional development opportunities are provided throughout the state on draft Teacher Evaluation Guidance document Professional development opportunities are provided throughout the state on assessment literacy for district and school evaluation teams. Draft of Principal Evaluation Guidance document is prepared for trainings for Idaho's school leadership Idaho Core Evaluation team and ISDE Assessment Division will continue discussions on adequately differentiate educator performance using growth based on the state assessments. Discussions will include the following decisions: • the weights of the growth measure based on assessments

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		• analysis of variances of across the State and issues of comparability and fairness • college- and career-ready aligned assessments and the considerations of they may have on Idaho's growth model calculations • systematic differences in teacher Median Growth Percentiles (MGPs) based on classroom composition (e.g., do teachers who teach mostly low-income students, English Learners, or students with disabilities get systematically higher or lower MGPs) • consider if business rules need developed to define what constitutes a group of teachers under school-level data and how student growth in calculated for each member of that group and the group as a whole • continue to work towards an accurate differentiated summative rating system of teacher and principal effectiveness

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
Summer 2016	Teachers receive ratings based on SY 2015–2016 Student Achievement (Achievement and Growth on SBAC & District Determined Multiple Measures)	ISDE teams will continue the research and structure of weights of growth measures, variances of comparability and fairness, college and career ready aligned assessments and MGPs based on classroom composition and the possible business rules to take apply this to educator evaluation. Psychometricians and other experts will be involved in these decisions Trainings and guidance documents created based on progression of more defined differentiated weights and measures
Fall 2016	Teachers and principals develop Professional Learning Plans based on SY 2015–2016 ratings	Teachers and principals will receive guidance l Professional Learning Plans
Fall 2016–Spring 2017	Teachers receive professional development based on SY 2015–2016 ratings SY 2016–2017 Professional Practice (observations, portfolio, student/parent input) SY 2016–2017 State assessments Third year of SBAC results	ISDE teams will continue the research and structure of weights of growth measures, variances of comparability and fairness, college and career ready aligned assessments and MGPs based on classroom composition and the possible business rules to take apply this to educator evaluation and a psychometrical sound summative rating. Trainings and guidance documents created based on progression of more defined differentiated

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		weights and measures in teacher and principal evaluation Consider possible policy changes needed to support a more differentiated evaluation system. ISDE teams will prepare to finalize teacher and principal evaluation systems based technical experts and psychometricians recommendations to provide a differentiated system based on various settings and structures of educators. Teachers and Principal Guidance documents will be finalized and final training opportunities will be offered throughout the state for training and guidance in moving forward. Preparation for final policy changes needed to support Idaho's differentiated evaluation system. Preparations for final trainings guidance and required actions involving personnel decisions including advancement, termination, salaries, and bonuses, based on previous and/or multiple years data and ratings.

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
		Preparations for final guidance and policy on Hiring based upon previous year(s) data and ratings.
Summer 2017	Teachers receive ratings based on SY 2016–2017 Student Achievement Performance (Achievement and Growth on SBAC & District Determined Multiple Measures)	Teachers and Principal Guidance documents will be finalized and final training opportunities will be offered throughout the state for training and guidance in moving forward.
Fall 2017	Teachers and principals develop Professional Learning Plans based on SY 2016–2017 ratings	Continue final guidance on teacher and principal Professional Learning Plans
Fall 2017–Spring 2018	Teachers receive professional development based on SY 2016–2017 ratings SY 2017–2018 Professional Practice (observations, portfolio, student/parent input) SY 2017–2018 State assessments Fourth year of SBAC results	Final trainings guidance and required actions involving personnel decisions including advancement, termination, salaries, and bonuses, based on previous and/or multiple years data and a psychometrical sound summative rating for teachers and principals Final guidance and policy on Hiring based upon previous year(s) data and ratings.
Winter 2017–Spring 2018	Personnel decisions, including advancement, termination, salaries, and bonuses, based on SY 2016–2017 ratings	Final trainings guidance and required actions involving personnel decisions including advancement, termination, salaries, and bonuses, based on previous and/or multiple years data and ratings.

Table 44 Progression of Teacher and Principal Evaluation and Idaho's Statewide Assessment System (Smarter Balanced Assessment Consortium - SBAC) and Progression Towards Stronger Differentiation in Evaluation		
Year	**Assessment Data**	**Additional Advancement Towards Assessment**
Spring 2018	Hiring based on SY 2016–2017 ratings	Final guidance and policy on Hiring based upon previous year(s) data and ratings.

PRINCIPLE 3: SUMMARY

Idaho has created, and continues to develop statewide frameworks for performance evaluations using multiple measures to improve the craft of teaching and instructional leadership. Recent legislation and revisions to Administrative Rule guarantee that 33 percent of teacher and administrator performance evaluations will be based on student achievement, and must include growth in student achievement as measured by the Idaho Standards Achievement Test (ISAT). Additionally, teacher observations are conducted consistently across the state, based on the Danielson Framework for Teaching, and are an integral part of a teacher' overall performance evaluation along with parental input, student input and or portfolios.

Idaho looks forward to the continued refinement of a differentiated evaluation system for teachers and principals. The ISDE teams will continue to reach out and collaborate with Idaho's regional education centers, other technical experts, and psychometricians. The ISDE Educational Division is committed to work together with our stakeholders in increasing effective instructional practices and identification of instructional leadership that promotes student learning and strengthens students' proficiency in college and career readiness. The plan within this document has been carefully considered as we have contemplated the goal of our work, examined resources, and studied Idaho and the nation's progress in the area of teacher and principal evaluation. Idaho's team has embedded checkpoints for progress to be measured and analyzed as we move forward.

Idaho is confident that the timeline provided will allow the progression towards a useful evaluation system that is based upon sound research and practices.

To ensure that every teacher evaluation results in meaningful, valid feedback that will inform professional development, Idaho has made it a priority to emphasize the principal's role as an instructional leader; proficient in assessing teacher performance and carrying out reflective conversations to promote effective classroom practice. To further this cause, each administrator in the state of Idaho must demonstrate proof of proficiency in evaluating and observing teachers using the Danielson Framework for Teaching as a recertification requirement by September 1,
2018. The ultimate goal for the state is to increase the frequency of interaction between teachers and administrators around this model, and ensure that data gathered from evaluations is valid and reliable and informs ongoing professional growth.

The Idaho State Department of Education has worked with educational stakeholder groups to ensure that Idaho's teacher and principal evaluation systems are consistent with the guidelines of Principle 3 of this ESEA Flexibility Waiver and the ISDE will continue to assess and refine educator evaluation systems through a system of reviewing, approving and monitoring each LEAs teacher and principle evaluation model. The ISDE is committed to creating guidance, providing technical assistance, and making policy adjustments according to research in best practices and data collected from the field. Idaho will continue to look for new partnerships and leverage existing partnerships to accomplish the highest quality and greatest possible consistency in evaluation systems across the state. Idaho will continue to revise Principle 3 of its ESEA flexibility request and its guidelines for its teacher and principal evaluation and support systems as necessary to meet all requirements of ESEA flexibility, taking into account the feedback it receives following the peer review of its Principle 3 submission.

TAB	DESCRIPTION	ACTION
1	**BOARD POLICY III. P, STUDENTS - FIRST READING**	Approval Item
2	**BOARD POLICY III. Y, ADVANCED OPPORTUNITIES-SECOND READING**	Approval Item

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SUBJECT

Board Policy III.P. Students, subsection 18. Student Complaints /Grievances – First Reading

REFERENCE

June 2010 Board approved second reading of amendments to Board Policy III.P.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

The Federal Government has promulgated rules regarding postsecondary program integrity, non-compliance with these rules may result in an institutions loss of eligibility for Title IV funds. One of the requirements of these rules is the access to a state level complaint process for students of the institution. In administrative rule (IDAPA 08.01.11) we have a state complaint process that applies to the private postsecondary institutions that are authorized by the Board, in Board Policy III.P. Students, subsection 18. Student Complaints/Grievances we have a student complaint process that applies to those institutions under the Board's direct governance. Board policy only applies to the community colleges when they are specifically mentioned in the policy, Board Policy III.P. does not currently specify that it applies to the community colleges. Proposed changes to Board Policy III.P. would add language specifying subsection 18. Student Complaints/Grievances applies to all public postsecondary institutions, including community colleges.

IMPACT

Approval of the proposed amendment would include community colleges students in the student complaint process currently outlined in Board policy, thereby assuring they are in compliance with the Federal Program Integrity Rules.

ATTACHMENTS

Attachment 1 – Board Policy III.P. Students – 1st Reading Page 5

STAFF COMMENTS AND RECOMMENDATIONS

During a discussion on a separate mater with the US Department of Education, it was brought to the attention of Board staff that Idaho's community colleges may not be in compliance with the Federal Program Integrity Rules that will go into effect on July 1st. Board staff approached the three community college Presidents and offered to amend the Board Policy to specify that it included all Idaho public postsecondary institutions. All three presidents, after consultation with their staff, requested they be included in the Board's student complaint process.

Due to the timing of the notification and the Program Integrity Rules effective date, there was not sufficient time to allow the Council on Academic Affairs and Programs to review the policy amendments as is customary with amendments in Board Policy Section III. The Instruction, Research and Academic Affairs Committee reviewed the policy at the June committee meeting.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy III.P. Students, subsection 18. as submitted in Attachment 1.

Moved by _____Seconded by _____Carried Yes _____No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. Students ~~June 2010~~August 2014

The following policies and procedures are applicable to or for any person designated as a student at an institution under governance of the Board. A "student" means any person duly admitted and regularly enrolled at an institution under governance of the Board as an undergraduate, graduate, or professional student, on a full-time or part-time basis, or who is admitted as a non-matriculated student on or off an institutional campus.

1. Nondiscrimination

It is the policy of the Board that institutions under its governance must provide equal educational opportunities, services, and benefits to students without regard to race, color, religion, sex, national origin, age, handicap, or veterans status, including disabled veterans and veterans of the Vietnam era in accordance with:

a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq*., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance.

c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq*., which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance.

d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq*., which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

e. Chapter 59, Title 67, Idaho Code, and other applicable state and federal laws.

2. Sexual Harassment

Each institution must establish and maintain a positive learning environment for students that is fair, humane, and responsible. Sexual discrimination, including sexual harassment, is inimical to any institution.

Sexual harassment violates state and federal laws and the Governing Policies and Procedures of the Board. "Sexual harassment" means an un-welcomed sexual advance, request for sexual favors, or behavior, oral statements, or physical conduct of a sexual nature when:

a. submission to such conduct is made either explicitly or implicitly a term or condition of a student's grade, receipt of a grade, or status as a student;

b. an individual student's submission to or rejection of such conduct is used as a basis for a decision affecting the student; or

c. such conduct has the purpose or effect of substantially interfering with a student's learning or learning performance, or creating an intimidating, hostile, or offensive learning environment.

Each institution must develop and make public procedures providing for the prompt, confidential, and equitable resolution of student complaints alleging an act of sex-based discrimination, including sexual harassment.

3. Academic Freedom and Responsibility

Institutions of postsecondary education are conducted for the common good and not to further the interests of either the individual student or the institution as a whole. Academic freedom is fundamental for the protection of the rights of students in learning and carries with it responsibilities as well as rights.

Membership in an academic community imposes on students an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus of an institution. Expression of dissent and attempts to produce change may not be carried out in ways which injure individuals, damage institutional facilities, disrupt classes, or interfere with institutional activities. Speakers on the campuses must not only be protected from violence but must also be given an opportunity to be heard. Those who seek to call attention to grievances must do so in ways that do not significantly impede the functioning of the institution.

Students are entitled to an atmosphere conducive to learning and to fair and even treatment in all aspects of student-teacher relationships. Teaching faculty may not refuse to enroll or teach a student because of the student's beliefs or the possible uses to which the student may put the knowledge gained from the course. Students must not be forced by the authority inherent in the instructional role to make personal or political choices.

4. Catalog and Representational Statements

Each institution will publish its official catalogue and admissions, academic, and other policies and procedures which affect students. (*See also* "Roles and Missions," Section III, Subsection I-2.)

Each institutional catalogue must include the following statement:

> Catalogues, bulletins, and course or fee schedules shall not be considered as binding contracts between [institution] and students. The [institution] reserves the right at any time, without advance notice, to: (a) withdraw or cancel classes, courses, and programs; (b) change fee schedules; (c) change the academic calendar; (d) change admission and registration requirements; (e) change the regulations and requirements governing instruction in and graduation from the institution and its various divisions; and (f) change any other regulations affecting students. Changes shall go into force whenever the proper authorities so determine and shall apply not only to prospective students but also to those who are matriculated at the time in [institution]. When economic and other conditions permit, the [institution] tries to provide advance notice of such changes. In particular, when an instructional program is to be withdrawn, the [institution] will make every reasonable effort to ensure that students who are within two (2) years of completing graduation requirements, and who are making normal progress toward completion of those requirements, will have the opportunity to complete the program which is to be withdrawn.

No employee, agent, or representative of an institution may make representations to, or enter into any agreement with, or act toward any student or person in a manner which is not in conformity with Board Governing Policies and Procedures or the approved policies and procedures of the institution.

5. Student Records

The collection, retention, use, and dissemination of student records is subject to the requirements of the Family Educational Rights and Privacy Act of 1974, as amended, and implementing regulations. Each institution will establish policies and procedures for maintenance of student records consistent with the act and implementing regulations and will establish and make public an appeals procedure which allows a student to contest or protest the content of any item contained in his or her institutional records.

6. Residency Status - Procedure for Determination

Rules and procedures for the determination of residency status for purposes of paying nonresident tuition are found in the State Board of Education Rule Manual IDAPA 08.01.04.

7. Full-Time Students

   a. Undergraduate Student

      For fee and tuition purposes, a “full-time” undergraduate student means any undergraduate student carrying twelve (12) or more credits (or equivalent in audit and zero-credit registrations).

i. Student Body Officers and Appointees

For fee and tuition purposes, the president, vice president, and senators of the associated student body government are considered full-time students when carrying at least the following credit loads: (a) president, three (3) credits and (b) vice president and senators, six (6) credits.

ii. Editors

Editors of student published newspapers are recognized as full-time students when carrying a three credit load, and associate editors are recognized as full-time students when carrying a six credit load.

b. Graduate Student

For fee and tuition purposes, a "full-time" graduate student means any graduate student carrying nine (9) or more credits, or any graduate student on a full appointment as an instructional or graduate assistant, regardless of the number of credits for which such instructional or graduate assistant is registered.

8. Student Governance

The students at each institution may establish a student government constitution for their own duly constituted organization, which must be consistent with Board Governing Policies and Procedures. Each student constitution must be reviewed and approved by the Chief Executive Officer. Any amendments to the student constitution must also be reviewed and approved by the Chief Executive Officer.

9. Student Financial Aid

Each institution will establish policies and procedures necessary for the administration of student financial aid.

a. Transfer of Delinquent National Direct Student Loans. (*See* Section V, Subsection P)

b. Student Financial Aid Fraud

Each institution under governance of the Board should, as a matter of policy, initiate charges against individuals who fraudulently obtain or misrepresent themselves with respect to student financial aid.

10. Fees and Tuition

a. Establishment
Policies and procedures for establishment of fees, tuition, and other charges are found in Section V, Subsection R, of the Governing Policies and Procedures.

b. Refund of Fees
Each institution will develop and publish a schedule for refund of fees in the event a student withdraws in accordance with regulations governing withdrawal.

11. Student Employees

a. Restrictions

No student employee may be assigned to duties which are for the benefit of personal and private gain, require partisan or nonpartisan political activities, or involve the construction, operation, or maintenance of any part of any facility which is used for sectarian instruction or religious worship. No supervisor may solicit or permit to be solicited from any student any fees, dues, compensation, commission, or gift or gratuity of any kind as a condition of or prerequisite for the student's employment.

b. Policies and Procedures

Each institution will develop its own policies and procedures regarding student employment, including use of student employment as a part of financial assistance available to the student. Such policies and procedures must ensure that equal employment opportunity is offered without discrimination and that wage administration is conducted in a uniform manner. Such policies also must include a statement of benefits available to student employees, if appropriate.

c. Graduate Assistants

Each institution is delegated the authority to appoint within the limitations of available resources graduate assistants in a number consistent with the mission of the institution. Graduate assistantships are established to supplement a graduate student's course of study, with employment appropriate to the student's academic pursuits.

Each institution will establish its own procedures for appointment of graduate assistants which will include (a) qualifications, (b) clear and detailed responsibilities in writing, and (c) maximum number of hours expected and wages for meeting those requirements.

Matriculation, activity, and facility fees for graduate assistants will be paid either by the student or by the department or academic unit on behalf of the student. Graduate students will be covered by appropriate insurance in accordance with institutional procedures for work-related illness or injury.

d. Hourly or Contractual Employment

Each institution may employ students on an hourly or contractual basis in accordance with the needs of the various departments or units, available funds, and rules of the Division of Human Resources (or the University of Idaho

classified employee system) or federal guidelines when work-study funds are used.

12. Student Conduct, Rights, and Responsibilities

Each institution will establish and publish a statement of student rights and a code of student conduct. The code of conduct must include procedures by which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense. Such statements of rights and codes of conduct, and any subsequent amendments, are subject to review and approval of the chief executive officer.

Sections 33-3715 and 33-3716, Idaho Code, establish criminal penalties for conduct declared to be unlawful.

13. Student Services

Each institution will develop and publish a listing of services available to students, eligibility for such services, and costs or conditions, if any, of obtaining such services.

14. Student Organizations

Each student government association is responsible, subject to the approval of the institution's chief executive officer, for establishing or terminating student organizations supported through allocation of revenues available to the association. Expenditures by or on behalf of such student organizations are subject to rules, policies, and procedures of the institution and the Board.

15. Student Publications and Broadcasts

Student publications and broadcasts are independent of the State Board of Education and the institutional administration. The institutional administration and the State Board of Education assume no responsibility for the content of any student publication or broadcast. The publishers or managers of the student publications or broadcasts are solely liable for the content.

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

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

a. Health Insurance Coverage Offered through the Institution

Each institution shall provide the opportunity for students to purchase health insurance. Institutions are encouraged to work together to provide the most cost

effective coverage possible. Health insurance offered through the institution shall provide benefits in accordance with state and federal law.

b. Mandatory Student Health Insurance

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

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

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

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

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

17. Students Called to Active Military Duty

The Board strongly supports the men and women serving in the National Guard and in reserve components of the U.S. Armed Forces. The Board encourages its institutions to work with students who are called away to active military duty during the course of an academic term and provide solutions to best meet the student's current and future academic needs. The activated student, with the instructor's consent, may elect to have an instructor continue to work with them on an individual basis. Additionally, institutions are required to provide at least the following:

a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).

b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student received financial aid, the institution will process that portion of the refund in accordance with each financial aid program.

18. Student Complaints/Grievances.

This subsection shall apply to the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho. ~~The State Board of Education and Board of Regents of the University of Idaho, as the governing body of the state's postsecondary educational institutions, has established the following procedure for review of~~

I~~i~~nstitution decisions regarding student complaints/grievances shall be reviewed as follows:

a. The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director, after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.

b. A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a complaint or grievance instituted by such student related to such individual's attendance at the institution. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.

c. A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.

d. The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.

e. The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.

f. The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.

The Board staff members do not act as negotiators, mediators, or advocates concerning student complaints/grievances.

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SUBJECT

Board Policy III.Y. Advanced Opportunities – Second Reading

REFERENCE

April 2012	Board approved the first reading of amendments to Board Policy III.Y.
June 2012	Board approved the second reading of amendments to Board Policy III.Y.
February 2014	Board approved the first reading of amendments to Board Policy III.Y which would allow secondary students two options for earning postsecondary credits through the technical college system.
April 2014	Board approved first reading of additional amendments to Board Policy III.Y.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Over the last year, the Division of Professional-Technical Education (PTE), in conjunction with a stakeholder group made up of representatives from the technical colleges and industry evaluated Idaho's TechPrep Program and has proposed amendments to the program. The "traditional" TechPrep Program contained in Board policy allowed secondary professional-technical students the opportunity to participate in a TechPrep Program that allowed them to transcribe postsecondary credits within a defined period of time at the conclusion of the program. The TechPrep Programs must have an approved articulation agreement between the high school and the postsecondary institution. This agreement outlines how the credits will transfer at the conclusion of the program. The proposed amendments would rename the program Technical Competency Credit and clarify that students participating in a Technical Competency Credit program are not concurrently enrolled in a postsecondary institution and are not granted credit or assessed the Technical Competency Credit Fee until they matriculate to institution based on the program articulation agreement. Additional changes clarify that professional-technical courses may also be dual credit courses. Professional-technical dual credit courses and teachers of these courses at the high school must meet the same standards as the equivalent courses at the technical college.

Technical Competency Credit students would not be considered postsecondary students and would not earn credits until they matriculate to a postsecondary institution. The credits earned would be based on successfully mastering the program competencies. Technical Dual Credit students, similar to Academic Dual Credits students, would be awarded at the successful completion of each course, students would be concurrently enrolled as secondary students and postsecondary students and would continue to be charged the existing dual credit fee set at the Board's annual fee setting meeting.

IMPACT

Approval of the proposed amendment will clarify for the institutions that dual credit courses can be either academic courses or professional-technical courses and that students participating in technical competency credit (TechPrep) programs are not concurrently enrolled students.

ATTACHMENTS

Attachment 1 – Board Policy III.Y. Advanced Opportunities–2nd Reading Page 5
Attachment 2 – Tech Prep Task Force Final Report Page 15

STAFF COMMENTS AND RECOMMENDATIONS

At the April 2014 Board meeting the Board considered the second reading of Board Policy III.Y. At that time it was determined that the changes proposed between the first and second reading had been significant enough that the policy should be approved as a first reading, incorporating the additional changes, and come back to the Board as a second reading at the June Board meeting.

Additionally, Lewis-Clark State College (LCSC) expressed concerns regarding the policy itself. The language in the technical competency credit standards specifying that these students are not postsecondary students and do not receive the postsecondary credits until they matriculate would impact LCSC's current TechPrep practices. LCSC concurrently enrolls these students as postsecondary students. The Technical Dual Credit model would allow LCSC to concurrently enroll secondary students, however, these courses would be subject to the dual credit fee. Once a student is concurrently enrolled for a specific course, the course falls under the definition of a dual credit course. In consideration of LCSC's concerns the Board asked the Council on Academic Affairs and Programs (CAAP) to discuss the option of a variable dual credit fee and the clarifying language that Technical Competency Credit program students are not concurrently enrolled or granted postsecondary credit or assessed the Technical Competency Credit fee until they matriculate (based on the programs articulation agreement) and to bring a recommendation to the Board's Instruction, Research, and Student Affairs (IRSA) Committee.

CAAP discussed the proposed policy amendments at their June meeting, and while they did not come to consensus on the issue of the variable dual credit fee, the majority of CAAP voted to forward the recommendation to IRSA that the Dual Credit Fee remain a single set fee as is current Board policy for dual credit courses. IRSA discussed the recommendation from CAAP and the pros and cons of a variable dual credit fee at their June committee meeting and choose to forward the second reading as outlined in Attachment 1 to the Board. The proposed second reading maintains the dual credit fee set at the Board's April fee setting meeting and the clarification that Technical Competency Credit students are not concurrently enrolled at the postsecondary institution.

There are minor changes proposed to the working in the Technical Competency Credit section. These changes were proposed by PTE, and have been reviewed by CAAP and IRSA. These changes specify that the student guide will contain information for students specifying the difference between technical and academic credit and how a professional-technical course is part of an established professional-technical program.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board policy III.Y. Advanced Opportunities as submitted in Attachment 1.

Moved by _____Seconded by _____Carried Yes _____No _____

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities ~~June 2012~~June 2014

1. Coverage

   Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho are covered by these policies. Post-secondary programs intended for transfer come under the purview of the Board.

2. Purpose

   The State Board of Education has made a commitment to improve the educational opportunities to Idaho citizens by creating a seamless system. To this end, the Board has instructed its postsecondary institutions to provide educational programs and training to their respective service regions, to support and enhance regional and statewide economic development, and to collaborate with the public elementary and secondary schools. In addition to the Board's desire to prepare secondary graduates for postsecondary programs, the Board is also addressing advanced opportunities programs for qualified secondary students. These programs have the potential for reducing the overall costs of secondary and postsecondary programs to the students and institutions.

   The ~~primary intent of the Board is to develop a~~ purpose of this policy is to provide program standards for advanced opportunities ~~programs~~ for secondary students which ~~would~~:

   a. Enhance their postsecondary goals;
   b. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
   c. Reduce the overall cost of educational services and training to the student.

3. Definitions

   There are various advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. Examples include Advanced Placement® (AP), dual credit courses that are taken either in the high school or on the college campus, ~~Tech Prep~~ technical competency credit, and International Baccalaureate programs. For the purpose of this policy the State Board of Education recognizes four different types of advanced opportunities programs depending upon the delivery site and faculty. They are: Advanced Placement®, dual credit, ~~Tech Prep~~ technical competency credit, and the International Baccalaureate program.
   a. Advanced Placement® (AP)

The Advanced Placement® Program is administered by the College Board. AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national AP exams. It is up to the discretion of the individual colleges to accept the scores from the AP exams to award college credit or advanced standing.

b. Dual Credit
Dual credit allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a dual credit class become part of the student's permanent college record. Students may enroll in dual credit programs taught at the high school or on the college campus. Dual credit may be earned for both academic courses and professional-technical courses. Academic dual credit refers to credits earned on a student's secondary transcript and postsecondary transcript for a single academic dual credit course. Technical dual credit refers to credits earned on a student's high school transcript and postsecondary transcript for the same professional-technical course.

c. International Baccalaureate (IB)
Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

d. ~~Tech Prep~~ Technical Competency Credit
~~Professional-technical education programs are delivered through comprehensive high schools, professional-technical schools, and technical colleges. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a technical college. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate or an associate of applied science degree.~~ Technical Competency Credit provides an avenue for secondary students to document proficiency in the skills and abilities they develop in high school professional-technical programs to be evaluated for postsecondary transcription when they matriculate to a postsecondary institution. Technical Competency Credits are awarded for courses and competencies identified as eligible Technical Competency Credit through a Technical Competency Credit Agreement with at least one Idaho postsecondary institution. Eligible courses are professional-technical courses provided at the high school and approved by the postsecondary institution in advance. Students participating in a technical competency credit program are not considered postsecondary students until they matriculate to a postsecondary institution.

4. Idaho Programs Standards for Advanced Opportunities Programs

   All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate.

   a. Academic Dual Credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1)	Courses administered through a dual credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course.
Curriculum 2 (C2)	Postsecondary courses administered through a dual credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a dual credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution.

Faculty

Faculty 1 (F1)	Instructors teaching college or university courses through dual credit meet the academic requirements for faculty and instructors teaching ~~in~~ at a postsecondary institution or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and dual credit administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

Students

Students 1 (S1)	High school students enrolled in courses administered through dual credit are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring post-secondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about dual credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a dual credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a dual credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board Policy.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). ~~Students are awarded academic credit if they successfully complete all of the course requirements.~~

Assessment

Assessment 1 (A1)	Dual credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment 3 (A3)	Dual credit students are assessed and awarded credit using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The dual credit program practices are assessed and evaluated based on criteria established by the school, institution and State Board to include at least the following: course evaluations by dual credit students, follow-up of the dual credit graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a dual credit program is annually reviewed by faculty from that discipline and dual credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Dual credit students are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin &	A data collection system has been established based on criteria

Evaluation 4 (AE4)	established by the high school, institution and State Board to track dual credit students to provide data regarding the impact of dual credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting. The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

b. Technical Dual Credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1)	Courses are catalogued postsecondary technical courses approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits as traditional postsecondary institution courses. These courses adhere to the same course description and course content as the postsecondary institution course.
Curriculum 2 (C2)	Courses are recorded on a student's official academic record of the postsecondary institution.
Curriculum 3 (C3)	Courses reflect the pedagogical, theoretical and philosophical orientation of the sponsoring department at the postsecondary institution.

Faculty

Faculty 1 (F1)	Instructors teaching courses must meet the professional-technical certification requirements for postsecondary faculty and instructors of the postsecondary institution awarding credits Instructors meet the professional-technical certification requirements for postsecondary faculty and instructors, or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and postsecondary institution administrative requirements before approving instructors to teach the postsecondary institution's courses.
Faculty 3 (F3)	Instructors are part of continuing professional development, such as seminars, site visits, and ongoing communication with the college faculty, and Division of Professional-Technical Education Program Manager. This interaction addresses issues, including but not limited to: course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	Instructors teaching Technical Dual Credit courses are evaluated according to processes agreed upon by the postsecondary institution and school district.

Students

Students 1 (S1)	High school students enrolled in Technical Dual Credit courses are considered both high school and postsecondary institution students.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities, guidelines for credit transfer and information regarding how the credit will apply to postsecondary certificate and degree requirements. The student guide will include an explanation of the difference between technical and academic credit, how a professional-technical course is a part of a professional technical program sequence, and how the courses may impact their academic standing when they fully matriculate after high school.
Students 3 (S3)	Technical Dual Credit student admission requirements are outlined in Board Policy Section III.Q.11 Professional-Technical Early Admission.
Students 4 (S4)	To enroll the student must enroll as a postsecondary institution student to receive the post-secondary credit.

Assessment

Assessment 1 (A1)	Technical Dual Credit students are held to the same course content standards and standards of achievement as those expected of students in postsecondary institution courses.
Assessment 2 (A2)	Every Technical Dual Credit course offered is annually reviewed by postsecondary institution faculty and high school program instructors to assure that postsecondary institution standards are being met.

Assessment 3 (A3)	Students enrolled for Technical Dual Credit are assessed and awarded credit at the same level of proficiency using the same methods as postsecondary institution students and by a process approved by the postsecondary institution.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	Agreements are established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications, course content, student assessment, and faculty assessment are reviewed and agreed upon by the postsecondary institution.
Admin & Evaluation 2 (AE 2)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting. The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses.

c. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus (Academic and Technical Dual Credit)

A.	The student is admitted by the postsecondary institution as a non-~~matriculating~~ degree seeking student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one (1) full year of high school credit in that subject.
E.	~~In compliance with Idaho Code 33-5104,~~ An institution may require prior to enrolling, the student and the student's parent/guardian must sign and submit a counseling form provided by the school district or the institution that outlines ~~the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor.~~ the risks and possible consequences of enrolling in postsecondary courses, including but not limited to the impacts on future financial aid, and the consequences of failing or not completing a course in which the student enrolls. It is the responsibility of the postsecondary institution to provide advising for all students taking courses on the postsecondary campus.
F.	~~Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:~~ ~~The student has reached the minimum age of 16 years or has successfully completed at least one-half of the high school graduation requirements as certified by the high school.~~ ~~Submission of the appropriate institutional application material for admission. Written notification of acceptance to the institution will be provided to the student after he or she submits the appropriate~~

	~~application.~~ ~~If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.~~ ~~Those high school students meeting the above requirements will be permitted to enroll on a part-time basis or full-time basis as defined in Board policy.~~
G.	~~Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration.~~ Students under the age of 16 enrolled in a ~~public~~ secondary school may seek admission to enroll in courses provided on the postsecondary campus by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.

c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These college level courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment based on the AP curriculum, given in each subject area on a specified day at a specified time, as outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. College/university credit is based on the successful completion of the AP exam, and dependent upon institutional AP credit acceptance policy.

Curriculum

Curriculum 1 (C1**)**	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

Faculty

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

Students/Parents

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

Assessment

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.

Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2)	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

d. ~~Tech Prep~~ Technical Competency Credit Standards

~~Professional-Technical Education programs in Idaho are delivered through comprehensive high schools, professional-technical schools, and the technical college system. Tech allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a postsecondary institution. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate, an associate of applied science degree, or towards a baccalaureate degree.~~

Curriculum

Curriculum 1 (C1**)**	~~A Tech Prep course must have an approved articulation agreement with a postsecondary institution.~~ The ~~-~~High school professional-technical ~~courses and course content~~ program must have competencies comparable with postsecondary institution ~~courses~~ technical program and be identified as eligible for Technical Competency Credit consideration through a Technical Competency Credit Agreement (e.g. articulation agreement) with a least one Idaho postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies, ~~and agree to~~ the student learning outcomes, and level of proficiency to be demonstrated by the student.

Faculty

Faculty 1 (F1)	Secondary ~~and postsecondary~~ educators must hold appropriate professional-technical certification in the program area for which ~~articulated~~ credit is to be awarded.

Students~~/Parents~~

Students 1 (S1)	~~Tech Prep~~ Technical Competency Credit students participating in this advanced opportunity are high school students, and are not enrolled in the postsecondary institution. These students are not counted as dual credit students. Postsecondary credits are not awarded until the student matriculates to the postsecondary institution.

Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities, guidelines for ~~the process of transcripting postsecondary credit~~ credit transfer and information regarding how the technical credit will apply to postsecondary certificates and degree requirements. The student guide will include an explanation of the difference between technical and academic credit, how a professional-technical course is a part of a professional technical program sequence, and how the courses may impact their academic standing when they fully matriculate after high school.
Students 3 (S3)	At the completion of the ~~TechPrep course~~ Technical Competency Credit program. The instructor will ~~recommend~~ identify students ~~eligible for college credit based on their performance. To be eligible for college credit students must receive a grade of B or complete a minimum of 80% of the competencies in the course.~~ who have met program competencies.

Assessment

Assessment 1 (A1)	The students are assessed for ~~high school and~~ postsecondary technical credit according to the requirements of the ~~articulation~~ Technical Competency Credit agreement.

Program Administration and Evaluation

~~Admin & Evaluation 1 (AE1)~~	~~The technical college in each region administers the Advanced Learning Partnership (ALP). The school districts in each region are members of the ALP. The Tech Prep program is administered through the six Advanced Learning Partnerships and each of the technical colleges serves as the fiscal agent. The ALP Advisory Committee meets at least twice per school year.~~
Admin & Evaluation ~~2~~1 (AE~~2~~1)	~~Each articulation~~ Any Technical Competency Credit agreement between a secondary professional-technical program and a postsecondary institution must be reviewed annually.
Admin & Evaluation 2 (AE 2)	At the time of regular admission to the postsecondary institution program, the student will be assessed a transcription fee consistent with the current Workforce Training Fee (Board Policy Section IV.R.3.a.ix.) for qualifying Technical Competency credits earned in high school.

IDAHO
Division of
Professional-Technical Education
PTE

PTE Advanced Learning Task Force
Final Report-June 2013

HISTORY

In 1990, Tech Prep was included in Carl Perkins II legislation. It was intended to help more students transition from high school into postsecondary technical programs and was originally implemented as a "two plus two" articulation framework. The enactment of the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV) required the development and implementation of programs of study and gave states the option of consolidating Tech Prep into their Basic State Grant. Consolidation of Title 1 and Title II made the funds subject to the allowable use criteria of Title 1 and eliminated the very prescriptive Tech Prep requirements of Title II. In 2011, Congress defunded Tech Prep completely.

Idaho was one of the states that chose to consolidate Title I and Title II. Reserve funds were designated for the creation and support of six regional Advanced Learning Partnerships that serve as advisory committees to the state's professional-technical education (PTE) advanced opportunity. Tech Prep continues in Idaho as one of the advanced opportunities recognized by the State Board of Education, and is intended to provide students a head start on a technical certificate or associate of applied science degree. Articulation agreements document the alignment of competencies between secondary and postsecondary programs. To be eligible for college credit students must successfully complete 80% of the agreed upon competencies and receive recommendation from the high school instructor. Upon receiving this recommendation, students have a period of time to apply to a postsecondary institution and transcript the college credit.

It is important to note that unlike dual credit, Tech Prep students are not concurrently enrolled in the secondary and postsecondary institution, content is taught at the high school by the high school teachers, not adjunct college faculty, and as noted above, after successfully completing a secondary PTE program, students must request transcription of the credit. There are many advantages to this system. First, high school teachers do not have to meet the postsecondary requirements of adjunct faculty status which increases the number of advanced opportunities that can be offered; particularly in schools districts that may not have the masters' degreed teachers usually required for dual credit. Second, students who may not meet the requirements for dual credit courses, have the opportunity to enroll and succeed in Tech Prep high school

programs. Lastly, students do not have to make the decision to transcript the postsecondary credits until after they have received their grades in the program and have determined whether the credits will apply to their intended postsecondary credential. This is important in that students can make decisions that do not jeopardize their financial aid future.

Data collected on the state secondary placement report showed that 66% of PTE high school PTE concentrator enrolled in college as compared to 49% of the general student population (number from National Center for Higher Education Management Systems). Unfortunately, based on data provided by the Tech Prep coordinators, less than 8% of high school PTE students transcript the technical credits they've earned. Students who do transcript the credits have discovered the credits do not always apply to the postsecondary credential they are seeking. For these reasons, it was decided that it was time to review the system.

Task Force

In August, 2012, Dr. Todd Schwarz, State Administrator for the Idaho Division of Professional-Technical Education (DPTE), announced the formation of a task force to analyze the current state of Idaho's Tech Prep system.

The task force was co-chaired by Darrell Buffaloe, former Vice President at Idaho State University and Department Chair at the College of Southern Idaho, and Susan Johnson, Program Standards Coordinator for DPTE. The task force members included a cross-section of PTE stakeholders from across the state. The members of the task force were:

Mr. Darrell Buffaloe, former Idaho State University Vice President and College of Southern Idaho Department Chair
Mr. Jay Hummel, Superintendent, Kuna Joint District #3
Mr. Wayne Rush, Superintendent, Emmett School District, #221
Dr. Rob Lohrmeyer, Dean, Lewis-State College
Mr. Doug Anderson, Department Chair, North Idaho College
Mr. Steve Rayburn, Program Head, College of Western Idaho
Ms. Karrie Hornbacher, Tech Prep Coordinator, College of Southern Idaho
Ms. Suzanne Felt, Registrar, Eastern Idaho Technical College
Ms. Laurel Grant, Certified Career Development Facilitator, Pocatello/Chubbuck School District #25
Ms. Selena Grace, Chief Academic Officer, Office of the State Board of Education
Ms. Angela Robinson, Vice President, Human Relations, Western States Caterpillar

DPTE staff ex officio members were:

Dr. Todd Schwarz, State Administrator
Dr. Vera McCrink, Associate Administrator
Susan Johnson, Program Standards Coordinator

The task force met for the first time in September 2012. The meeting began with a review of State Board mandated benefits of all advanced opportunities which are to save students time and money in obtaining a postsecondary credential, and then the task force went to work identifying the positives and negatives aspects of the current system. By the end of the meeting everything was grouped into the following themes:

- Goals of PTE advanced opportunity
- Credit transcription
- Authentication of student learning
- Program standards and competencies
- Transferability
- Role of secondary programs
- Collaboration
- College and career advising
- Considerations

At the end of the day, the task force adjourned with the assignment to share this information with their constituents and to gather more information.

These discussions lead DPTE to take a fresh look at the entire Idaho PTE system and to reconsider the delivery of technical education in the state. After months of planning, in Spring 2013, DPTE introduced the new Idaho PTE system framework. During the spring, the framework was vetted through most of the PTE postsecondary system and many school district superintendent meetings. At the April 2013 State Board meeting, the framework was presented as the blueprint for the Idaho PTE system in the future (see Appendix A). In May 2013, the framework was presented to the task force and DPTE requested the task force make their recommendations.

RECOMMENDATIONS

RECOMMENDATION 1—Advanced Opportunity purpose and underlying principles.

Recognize that one of the purposes of professional-technical secondary education programs is to move students on to postsecondary and be better-prepared for any postsecondary program. The PTE advanced opportunity should serve that purpose with the following considerations:

1. Keep it simple.

2. Do no harm to the student (e.g., FAFSA credits towards graduation).

RECOMMENDATION 2--Alignment.

Improve alignment between secondary and postsecondary professional-technical credit.

1. Develop clearly defined, industry-validated student learning outcomes.

2. Embed industry-validated workplace readiness skills in all PTE programs and include in all articulation agreements.

RECOMMENDATION 3--Statewide System.

Create a consistent and well-defined statewide system that serves the students.

1. Refine articulation agreement development process.

2. Whenever possible, provide for credit transferability by developing statewide articulation agreements.

3. Develop a statewide database of student learning outcomes that are the basis of articulation agreements.

4. Develop agreement on the cost and timing of transcription of postsecondary technical credits earned in high school, and the shelf life of credits (expiration date).

5. Change the name of the PTE advanced opportunity.

6. Provide secondary-postsecondary transitional advising for students and their parents.

7. Insure the relevant data fields are built into ICEE and SLDS to document student technical skill attainment.

RECOMMENDATION 4—Communication

Improve communication and promotion of the PTE advanced opportunity.

1. Develop an environment that builds trust between industry and postsecondary and secondary education.

2. Explore multiple means of communication regarding advanced learning opportunities.

3. Provide professional development for high school teachers and counselors, postsecondary faculty and student services staff.

Appendix A

Idaho Program of Study Framework

http://www.pte.idaho.gov/pdf/About_Us/StackableFramework.052113.pdf

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