

STATE BOARD OF EDUCATION MEETING
October 15-16, 2014
Lewis-Clark State College
Williams Conference Center
Lewiston, Idaho



Wednesday, October 15th, 2014, 1:00 pm, Lewis-Clark State College, Lewis-Clark State College. Williams Conference Center (4th Street and 9th Avenue)

BOARDWORK

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

WORK SESSION - Planning, Policy & Governmental Affairs (3 hrs)

- A. Department of Labor – Workforce Projections
- B. Performance Measure Reports
- C. Stem Strategic Plan

Thursday, October 16th, 2014, 8:00 am, Lewis-Clark State College, Lewis-Clark State College. Williams Conference Center (4th Street and 9th Avenue)

OPEN FORUM

CONSENT AGENDA

BAHR - Section II – Finance

1. University of Idaho – Verizon License Agreement

IRSA

2. EPSCoR Idaho Committee Appointment
3. Higher Education Research Council Appointment

PPGA

4. Indian Education Committee Appointment
5. Alcohol Permits – President Approved - Report

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. 2015 Legislation
2. Lewis-Clark State College Annual Progress Report
3. Presidents' Council Report
4. Idaho Division of Vocational Rehabilitation Annual Progress Report
5. Idaho Division of Vocational Rehabilitation – Administrator Appointment
6. Indian Education Committee Presentation
7. Board Policy – By-laws – First Reading
8. Board Policy – IV.E. Professional-Technical Education – Second Reading
9. IDAPA 08.0203.113, Rewards – Waiver
10. University of Idaho – Building Naming

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. General Education Committee Nominations
2. Waiver of Board Policy - Section III.S.4.e – Developmental and Remedial Courses
3. Amendment to Board Policy – Section III.Y. – Advanced Opportunities – First Reading
4. Technology Transfer Feasibility Study

DEPARTMENT OF EDUCATION

1. Superintendents' Update
2. IDAPA 08.02.02.120-121 - Waiver

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I – Human Resources

1. Boise State University – Addendum to Multi-year Employment Agreement – Track and Cross Country Head Coach
2. Boise State University – Amendment to Multi-year Employment Agreement – Men's Basketball Head Coach
3. Idaho State University – Salary Increase – Women's Softball Head Coach
4. University of Idaho – Extension to Multi-year Employment Agreement – Women's Basketball Head Coach
5. University of Idaho – Extension to Multi-year Employment Agreement – Men's Basketball Head Coach

Section II – Finance

1. FY 2015 Sources and Uses of Funds Report
2. Amendment to Board Policy – Section V.R. Establishment of Fees – First Reading

3. Amendment to Board Policy – Section V.E. Gifts and Affiliated Foundations – Second Reading
4. University of Idaho – Executive Residence Project – Budget and Construction Phase Authorization

LATE ITEMS

1. Boise State University – College of Innovation and Design
2. Boise State University – Restructure of Special Education & Early Childhood Studies min

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

2. Minutes Approval

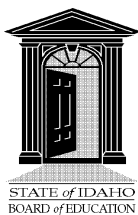
BOARD ACTION

I move to approve the minutes from the August 13-14, 2014 regular Board Meeting and the October 3, 2014 Special Board meeting as submitted.

3. Rolling Calendar

BOARD ACTION

I move to set October 21-22, 2015 as the date and Lewis-Clark State College as the location for the October 2015 regularly scheduled Board meeting and to amend the date for the August 2015 regularly scheduled Board meeting to August 12-13, 2015.



**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
August 13-14, 2014
Idaho State University
Pond Student Union Building
Salmon River Suite
1065 South Cesar Chavez Avenue
Pocatello, Idaho**

Present:

Emma Atchley, President
arrived at 1:10 pm
Don Soltman, Secretary
Richard Westerberg
Bill Goesling

Tom Luna, State Superintendent

Dave Hill
Debbie Critchfield

Absent:

Rod Lewis, Vice President

Wednesday, August 13, 2014

The Board met for its regularly scheduled meeting on August 13-14, 2014 in the Pond Student Union Building at Idaho State University in Pocatello, Idaho. Board President Emma Atchley called the meeting to order at 1:00 pm and introduced two new Board members, Debbie Critchfield and Dave Hill. Idaho State University President Art Vailas welcomed the Board to the campus and gave a warm welcome to the new Board members.

BOARDWORK

1. Agenda Review / Approval

BOARD ACTION

M/S (Soltman/Goesling): To approve the agenda as amended. The motion carried six to zero. Mr. Luna was absent from voting.

2. Minutes Review / Approval

BOARD ACTION

M/S (Soltman/Goesling): To approve the minutes from the June 18-19 regular Board meeting as submitted. The motion carried six to zero. Mr. Luna was absent from voting.

3. Rolling Calendar

BOARD ACTION

M/S (Soltman/Westerberg): To set August 19-20, 2015 as the date and Idaho State University as the location for the August 2015 regularly scheduled Board meeting and to amend the date for the February 2015 regularly scheduled Board meeting to February 18-19, 2015. The motion carried six to zero. Mr. Luna was absent from voting.

OPEN FORUM

Mr. Jim Stratton, Eastern Idaho Technical College's (EITC) former Vice President of Finance and Administration, addressed the Board to recommend EITC be disestablished as a state agency and that its property, equipment, and its responsibilities for professional technical education be transferred to Idaho State University (ISU). He commented that the estimated annual savings from this action would be between \$1.7 million and \$2 million in personnel costs, and about \$250,000 in operating expenses. He indicated that EITC's mission is limited by state law and its programs and offerings are restricted by those laws. Enrollments are flat or falling and part-time enrollment is low. He felt EITC's small size is what makes it uneconomical and prevents the college from helping with Idaho's go-on rates. He listed a number of programs he did not think EITC participated in, including Complete College Idaho. Mr. Stratton pointed out that ISU is already at EITC and in Idaho Falls, and has permanent faculty available, adding that ISU is familiar with the PTE programs and in many cases PTE programs are already taught by ISU. He felt EITC's business model no longer works, the college should be disestablished, and the Board should divert the \$2 million in cost savings to other educational programs.

Ms. Casey Bartrem, a Ph.D. candidate from the University of Idaho (UI) in the Environmental Science program addressed the Board about the program prioritization at UI. She indicated she represents almost 300 environmental science and water resources students, 63 of whom have signed a letter detailing concerns with program prioritization. She listed highlights of the program which included that the Environmental Sciences program is one of the strongest at the university and is a top ranked program in the country, and that the program is interdisciplinary. She pointed out that through program prioritization; it is proposed to move the program into the College of Natural Resources which will result in decreased participation from other parts of the university, specifically the College of Agriculture. Ms. Bartrem pointed out

that the announcement to move the program came as a surprise to students, faculty and staff. She also expressed concern that students were not given an opportunity to gain information or provide feedback on program prioritization and why the program would be moved. Ms. Bartrem requested on behalf of the students, that the Board suspend moving the program into the College of Natural Resources. Short of that, she requested close monitoring of the transition of the program, and to allow students to report to the Board in one year on performance criteria.

At this time Superintendent Luna joined the meeting.

Ms. Emily Rankin, a junior at the University of Idaho, addressed the Board on program prioritization at UI. She pointed out that she specifically came to UI to participate in the Environmental Sciences program. She felt the Environmental Sciences program should not be moved to the College of Natural Resources because it will severely impact the number of faculty that participate in it, as well as it putting more of an emphasis on natural resource management. She expressed frustration with the process and that students were not kept informed or involved. She also requested the Board reconsider and urge the university to keep the program where it currently is.

At this time President Atchley introduced the Board's two newest members; Debbie Critchfield from Oakley, ID, and David Hill from Eagle, ID. She offered then a warm welcome and thanked them for their future service to the Board.

WORKSESSION

Instruction, Research & Student Affairs/Business Affairs & Human Resources (IRSA/BAHR)

A. Program Prioritization

BOARD ACTION

M/S (Soltman/Westerberg): To approve the program prioritization process executed by Idaho State University as fulfillment of the Governor's zero-base budgeting mandate, and to direct the University to work with IRSA and BAHR to begin implementation of recommendations as set forth in Attachment 2. The motion carried six to zero. Mr. Luna was absent from voting.

M/S (Soltman/Goesling): To approve the program prioritization process executed by the University of Idaho as fulfillment of the Governor's zero-base budgeting mandate, and to direct the University to work with IRSA and BAHR to begin implementation of recommendations as set forth in Attachment 3. The motion carried seven to zero.

M/S (Soltman/Westerberg): To approve the program prioritization process executed by Boise State University as fulfillment of the Governor's zero-base budgeting mandate, and to direct the University to work with IRSA and BAHR to

begin implementation of recommendations as set forth in Attachment 4. The motion carried seven to zero.

M/S (Soltman/Westerberg): To approve the program prioritization process executed by Lewis-Clark State College as fulfillment of the Governor's zero-base budgeting mandate, and to direct the College to work with IRSA and BAHR to begin implementation of recommendations as set forth in Attachment 5. The motion carried seven to zero.

Board member Don Soltman introduced the work session item. Mr. Freeman and Dr. Mathias from the Board office provided a summary and history of the program prioritization process and progress. Mr. Freeman provided an informative overview of the whole process and the details of the Dickeson model for the benefit of the new Board members. He pointed out the process of program prioritization required the institutions to conduct an evaluation of programs and services with specific and tangible objectives (goals), and with a focus on specific evaluation criteria rather than generalized across-the-board cuts. Mr. Freeman pointed out that the program prioritization process was not intended to be a budgetary housecleaning exercise.

Mr. Freeman remarked that the process provides the Board with assurances of consistency and presents the institutions with a unique opportunity to objectively evaluate program efficiency and effectiveness, with a specific focus on their Mission, Core Themes, and Strategic Plans. Additionally, program prioritization serves a critical dual purpose by fulfilling the requirements of the Governor's ZBB mandate.

Mr. Freeman provided a timeline of Board action and progress reports, pointing out that for the past nine months program prioritization has been a standing agenda item for the Instruction, Research, and Student Affairs (IRSA) and Business Affairs and Human Resources (BAHR) committees. This has provided Board members with a regular checkpoint, and institutions with a forum for technical questions and inter-institutional comparison and dialog. A system-wide summary of requested findings and outcomes was included in Board agenda materials.

Dr. Mathias discussed implementation and proposed next steps in the program prioritization process. He discussed streamlining of the process and the proposed three strand template. He reviewed the relationship of program prioritization with the five year plans and remarked that five year planning was suspended last year to focus on program prioritization.

Dr. Laura Woodworth-Ney and Jim Fletcher provided a review of ISU's progress. Dr. Woodworth-Ney reported on the academic programs centered on ISU's integrated education system. She reminded the Board that ISU is in the process of their academic assessment which will occur in October.

Dr. Woodworth-Ney reported on the process, stating that ISU included faculty senate and the dean's council in feedback, scoring, and quintiling the criteria in each area of analysis. They identified data indicators for each area and scored programs based on

the data. Dr. Woodworth-Ney reported on their outcomes and recommendations, those recommendations have been refined, and they are in the process of creating a program actions spreadsheet to manage program proposals and action plans. Some recommendations have been or are in the process of being implemented; others are being evaluated. Recommendations fall into the following categories: Program and administrative restructures, consolidations, program improvement plans, program eliminations, program expansions, and new programs.

Dr. Goesling asked about student input. Dr. Woodworth-Ney responded the student input received was at the department and program levels, and they plan to visit with student leadership throughout the process once recommendations are established. Mr. Soltman asked about their IT resources for this process. Dr. Woodworth-Ney responded they created a separate system with its own servers in order to handle the information without altering the functions of the other data systems on campus, making it a sustainable operation going forward.

Ms. Atchley asked how they plan to link the implementation of the original prioritization process and the continuing evaluation process together going forward. Dr. Woodworth-Ney responded that they hope to use the same process they use with the five year plan where it is a five year process, but it is updated annually.

Dr. Goesling asked about what would happen with a program that is rated low by one department, but rated much higher by a different department. Dr. Woodworth-Ney responded they have a check and balance system in place at the dean level to evaluate recommendations based on the college need. Ms. Atchley asked if they found significant efficiencies or dollars, etc. Dr. Woodworth-Ney responded they also concluded a budget analysis during the process and would be reallocating resources from one program to another. They will have resources for high need areas over the three year period.

Mr. Fletcher discussed the non-academic areas. He reported that ISU has established two key objectives that the university is funding as a result of program prioritization. One is an on-going university wide compensation plan for faculty and staff, the second is for students. Mr. Fletcher reported on measurement criteria for non-academic programs which included such things as cost effectiveness, importance to the institution, internal and external demand, quality, and opportunity. He also discussed the quantilization process they used for non-academic areas. Mr. Fletcher indicated they have proceeded to implement the results of the program prioritization in the non-academic areas.

Potential cost savings identified includes action on 14 identified programs which equates to over \$650,000 over the next three years. Additionally, there has been an additional \$250,000 in savings that has been immediately realized and booked into the current year budget. For future planning, vice presidents are preparing plans to identify all of the various elements and what they can do. Mr. Fletcher remarked this has been a good process and has created a better environment of accountability.

Dr. Katherine Aiken and Ron Smith from the University of Idaho reported on the progress of their program prioritization. Dr. Aiken highlighted UI's overarching goals for program prioritization which are to engage in a large scale evaluation of all academic and non-academic programs; prioritize the faculty and staff hiring process; and to enhance operational efficiency. She remarked on the units of analysis used and that they used the same criteria and weighting for both academic and non-academic programs. Centrality and quality were the highest weighted criteria. She reported on their overview of findings for both degree and non-degree programs where some will be restructured, eliminated, watched, etc. Immediate steps have included a new employee classification system, closure of the campus pharmacy, moving degree programs to other administrative locations in the university, and examining their funding options for post-employment benefits.

Dr. Aiken reported on the timeline and next steps that include restructuring and evaluating efficiencies. She also pointed out that they would be reviewing their IT functionality and efficiencies which should realize some cost savings. She also commented on compliance areas that they identified which require more attention. Dr. Aiken reported that they will conduct a rigorous evaluation of vacant faculty lines for strategic planning, ongoing program review (both academic and non-academic), and engagement in a continuous process improvement to make best use of resources and to sustain momentum.

Dr. Goesling asked about what process they will use to share information between institutions on efficiencies. Mr. Soltman responded that there would be a considerable amount of review in CAAP.

Mr. Westerberg asked about their findings on cost savings. Dr. Aiken responded that they feel very positive about this process in becoming more efficient, and have already realized a considerable amount of savings with the steps they have taken.

Ms. Atchley asked about faculty workload. Dr. Aiken responded they looked at student/teacher ratios and with clear criteria they will be more productive and efficient. Ms. Atchley asked about the Environmental Science Program and the concerns that were raised during open forum. Dr. Aiken responded that they are engaged in a thoughtful review process for this program. She did not feel that its placement administratively has any impact on the interdisciplinary nature of the program. They are convinced it will enhance educational experience for their students.

Dr. Marty Schimpf presented Boise State University's (BSU) progress on program prioritization and introduced Jim Munger, Associate Provost for Academic Planning, to assist with the presentation. Dr. Schimpf reviewed the phases of their program prioritization and the programs evaluated. He clarified the criterion used and the metrics developed. Metrics relied on quantitative data, relevance, quality, productivity and efficiency. They also included data from student surveys that asked questions about value, quality, relevancy, and the like.

Dr. Schimpf reported that of the 163 counted programs, 135 were evaluated and 28 were excluded. They were all ranked based on metrics that delivered them into one of five quintiles. Those programs that ended up below the threshold are required to develop a plan for provost approval. Dr. Schimpf reviewed some lessons learned in the creation of new instructional programs and indicated the process provided context for evaluation of proposed new programs, helped re-evaluate the five year plan, and helped them determine a sunset clause for new programs if found insufficient.

Dr. Schimpf reviewed the next phase which evaluated efficiency of the academic departments. He reported that 45 departments were evaluated, and 11 departments were required to develop action plans for improvement. Program prioritization also enabled BSU to restructure colleges and move various academic units into more appropriate areas. Nearly 1/3 of their departments are being moved or consolidated as a result of program prioritization.

Dr. Schimpf reported on the benefits they have realized from this process and the results that illuminated several opportunities, interdependencies, and the identification of duplicative functions. Dr. Schimpf reported on sustaining the process which would enhance analytic capability to support decision making, and enhance evaluation of instructional programs and academic departments. He reported that they intend to create a new College of Innovation and Design which will be an incubator for trans-disciplinary programs.

Provost Lori Stinson and Financial Vice President Chet Herbst provided a report on Lewis-Clark State College's (LSCS) program prioritization. She identified the overarching goals that guided them through the process which supports their strategic plan. She noted the five criteria used by LCSC which were also approved by the faculty, staff, and students. The greatest weight was on mission essentiality, and internal and external demand. She remarked on the process which included campus meetings, establishment of criteria, questionnaires developed, documents open for campus-wide review, campus presentations, quintiling of programs, and ongoing campus communication.

Provost Stinson reported they reviewed the results for the instructional and non-instructional programs which were 115 in total. They identified and reviewed actions for each quintile which ranged from additional resources for highly successful programs, to major review and restructuring for those programs that are struggling. They are requiring action plans from all quintile three and four programs (46 programs). Quintile five programs (23 programs) all require major review or restructuring and their action plans must be approved by the provost or president. Ms. Stinson provided a few examples of actions they have already implemented as a result of this exercise. Those examples included advising, summer school, a possible in-state partnership in a dental hygiene program, region II outreach centers, and the relocation of web development to their IT department.

Ms. Stinson reported on some of the benefits and lessons learned from this process that included alignment with NWCCU review, benefit to the realignment of the assessment

process, sustainability with action plans, data to include more and stronger program level data, collaboration, and the creation of framework for upcoming budget cycle and resource allocation.

In summary, each of the institutions felt the exercise on program prioritization has been helpful and that it is resulting in meaningful changes at the institutions. It has also resulted in good collaboration between departments and the sharing of ideas between institutions.

The meeting recessed at 3:55 pm.

Thursday, August 14, 2014, 8:00 a.m., Idaho State University, Pond Student Union Building, Pocatello, Idaho.

The Board convened for its regularly scheduled business at 8:00 a.m. at Idaho State University in Pocatello. Board President Emma Atchley called the meeting to order at 8:00 a.m. and thanked Dr. Vailas and ISU for their hospitality. Board member Rod Lewis was absent from the meeting. New Board members Debbie Critchfield and Dave Hill gave brief introductions and backgrounds of themselves.

OPEN FORUM

President Atchley indicated there were several individuals who requested to speak during open forum.

Ms. Jana Johnson, an ISU AP US History student, expressed concern over how the course content that becomes effective this Fall semester has been changed to retell a dark account of US History. The revised course content omits such key figures as the founding fathers, the pilgrims, James Madison, Thomas Jefferson, Benjamin Franklin, John Winthrop and others. She remarked that students will now be taught that instead of being an exemplary model that other settlements would emulate, these early settlers were rigid, racial bigots who brought widespread deadly epidemics, and subjected Africans and American Indians to their white superiority and disruption of the ecological balance of the land. Ms. Johnson provided a visual aid of the previous course documents in contrast to the new course documents; for instance a five page course description has gone to 124 pages. Ms. Johnson expressed great disheartenment over Americans being cast as villainous, heartless individuals, particularly the founding fathers and those Americans from the "greatest generation".

Ms. Stephanie Gifford addressed the Board regarding the K-12 student level data collection system known as the Idaho System for Educational Excellence (ISEE). She expressed concern about the amount of data collected on students, and that it is becoming a dangerous trend. Ms. Gifford expressed concern over the policies being created and that there was not enough parental consent written into the policies to allow for the protection of privacy. She felt that trends in student outcomes could be derived from aggregate data, and that individual data was not necessary. She also expressed concern over the security of the data being collected. Ms. Gifford sought for parents the

option to opt out of the data collection of their children. She felt a parents' right of privacy and input are being compromised, and does not feel the data collection is in the best interest of the children.

Ms. Mandy Baker from Cassia School District in Burley remarked to the Board that she has many questions regarding the origin, the funding, and the lack of transparency that has accompanied the Common Core Standards. She indicated that her remarks today would be focused in regards to the Smarter Balanced Assessment Consortium (SBAC). She clarified that she chose to not have her children take the SBAC test last Spring. She felt there were questions irrelevant to a student's knowledge, as well as data seeking questions contained in the test. She was concerned that there is not an opt-out option for students to not take the test. She expressed her parental authority should trump all others. Ms. Baker felt that Idaho educators, parents, and Idaho leaders should develop and approve the standards and tests. She felt being in a consortium with other states prevents Idaho from having the flexibility to adjust and adapt the testing for the needs of Idaho's students. She expressed concern that Idaho is not in charge of its own testing, that renaming the test to the ISAT-II is deceptive, and urged the Board to repeal the SBAC testing and withdraw from the consortium.

Ms. Lindsey Ten Eyck, a registered nurse, addressed the Board regarding concerns with the Common Core. She shared with the Board the fact that she is particularly concerned with the Math and English standards being too low. Regarding Math, she felt it was detrimental to students to not be taught Algebra until the 9th grade, and not be introduced to pre-calculus until college. She remarked that the Common Core standards are not aligned with expectations at the collegiate level, and that students do not arrive at a college campus with a solid foundation in math. She pointed out this gives students much less of a chance of successfully obtaining a college degree in a STEM skillset which is largely in the definition of 21st century job skills. She expressed grave concern that the standards are too low to be college and career ready. She urged the Board to listen to the parents and students and that the Common Core is not what it says it is.

Ms. Patricia Anderson addressed the Board regarding the Common Core. Ms. Anderson felt it was unconstitutional in the way the Common Core standards were created. She also expressed concern about how it was brought to the state and other states, the high-stakes testing tied to teacher evaluation, and the data collection. She pointed out her greatest concern is that parents are being cut out of the decision making or input-giving process. She remarked that despite numerous parental concerns, the policy was passed in a heavy handed manner anyway, and felt that parents are being cut out deliberately. Ms. Anderson felt that children are now considered human capital with no parental input being accepted. She urged the Board to keep parents in consideration and seek their input when making decisions regarding the children's education.

Ms. Emilee Murdoch, a parent from Blackfoot, addressed the Board regarding the Common Core and the SBAC. She felt that through the adoption of the Common Core and through data mining, Idaho is losing what is right and good about public education.

Ms. Murdoch felt the Federal government is too involved in local decision making and parental input, and that we are losing ground as it relates to local decision making. She expressed concern over the Federal Government's funding and oversight of the Common Core and the testing content. She felt we are losing out on children actually becoming educated, and focusing too much on teaching to the test, test scores, and school ratings. She felt children should be assessed on their personal growth. She urged the Board to seek to end Idaho's contract with the SBAC.

Ms. Becky Foster addressed the Board regarding the Common Core, education reform, and the collection of student data. She was concerned over the amount of Federal stimulus dollars behind education reform and felt parents are losing the ability to make the best educational decisions for their children. She asked why so much emphasis is being placed on testing, which is replacing the benefit of a well-rounded curriculum, and asked if Idaho's leaders could answer what the consequences are of Idaho's system conforming to uniformity and forced standardization. She indicated that teachers don't feel they have a voice to speak to the testing and felt the SBAC testing is a complete intrusion of parental authority.

Ms. Atchley thanked the speakers who participated during open forum.

CONSENT AGENDA

M/S (Soltman/Goesling): To approve the consent agenda as printed. The motion carried seven to zero.

Mr. Luna requested to speak to the item on the Adoption of Curricular Materials. He pointed out that the state provides a resource for districts in reviewing curricular material and making recommendations, however, ultimately districts choose their own curriculum and curricular materials.

Business Affairs & Human Resources (BAHR)

1. Optional Retirement Plan Amendments

BOARD ACTION

By unanimous consent to approve the amendments to the Optional Retirement Plan as set forth in Attachment 1.

2. Boise State University – 403(b) Supplemental Retirement Plan – New Participant

BOARD ACTION

By unanimous consent to approve the request by Boise State University to add Kenneth Petersen as a participant to the 403(b) Supplemental Retirement Plan as presented in Attachment 1.

3. Idaho State University – Enterprise Resource Planning Hardware Replacement Purchase

BOARD ACTION

By unanimous consent to approve the request by Idaho State University to replace Enterprise Resource Planning (ERP) hardware at an estimated cost not to exceed \$1,418,244, funded by appropriated funds.

4. University of Idaho – AT&T License Agreement – Theophilus Tower

BOARD ACTION

By unanimous consent to approve the request by the University of Idaho for authority to grant a five year license to AT&T Wireless Services in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the license and any related documents.

Instruction, Research & Student Affairs (IRSA)

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

Information item for the Board

6. Higher Education Research Council Appointment

BOARD ACTION

By unanimous consent to appoint Dr. Kelly Beierschmitt to the Higher Education Research Council, effective immediately.

7. Pulled Item (Idaho EPSCoR Committee Appointment)

Planning, Policy & Governmental Affairs (PPGA)

8. Bi-Monthly Report: University Approved Alcohol Permits

Information item for the Board

9. Indian Education Committee Appointment

BOARD ACTION

By unanimous consent to appoint Ms. Kathy Albin, representing the Coeur d'Alene Tribe K-12 tribal education representative and Mr. Bill Picard,

representing the Nez Perce Tribe to the Idaho Indian Education Committee, effective immediately.

State Department of Education (SDE)

10. Adoption of Curricular Materials

BOARD ACTION

By unanimous consent to approve the adoption of Professional-Technical Education, English Language Arts 6-12, Limited English Proficiency and Computer Applications curricular materials and related instructional materials as recommended by the Curricular Materials Selection Committee as submitted.

11. Teacher Preparation Program Review Team Report – Lewis-Clark State College

BOARD ACTION

By unanimous consent to accept the State Team Report, and grant program approval of Elementary Education, English Language Arts, Reading (Literacy), Physical Education, Health Education, Mathematics, Social Studies (Foundation Standards), History, Science (Foundation Standards), and Gifted and Talented at Lewis-Clark State College.

By unanimous consent to accept the State Team Report, and grant conditional approval of the Special Education, Biology, Chemistry, Earth and Space Science, and English as a New Language programs at Lewis-Clark State College.

12. Teacher Certification/Endorsement Program Approval – University of Idaho New Endorsement

BOARD ACTION

By unanimous consent to accept the Professional Standards Commission recommendation to conditionally approve the Online Teaching Endorsement program offered through the University of Idaho.

By unanimous consent to accept the Professional Standards Commission recommendation to conditionally approve the English as a New Language Endorsement program offered through the University of Idaho.

PLANNING, POLICY & GOVERNMENTAL AFFAIRS

1. Idaho State University's Annual Report

President Vailas welcomed the Board to ISU for the August meeting. He introduced the newest member of ISU, a young dog named Hero, who is a part of the Veterans Sanctuary. Dr. Vailas thanked ISU staff for all their hard work preparing for and assisting with the meeting.

Dr. Vailas provided a progress report from ISU centered on their core themes, and reported on the upcoming accreditation visit in October. He reported that in order to improve access, they are learning to be rigorous in their management of resources considering the decline in funding experienced over the years. Dr. Vailas indicated they have realized an increase of 7% during the past year in early college enrollment. He reported related to college preparation that ISU offers two programs designed to assist students with navigating the college environment. Those programs are the Bridge Program (with a 78% retention rate) and the START Program (with a 76% retention rate). Dr. Vailas reported on professional-technical education and that they award nearly 500 professional-technical degrees each year.

He reported there are students from 65 nations attending ISU, and remarked on student support services and how the university is committed to student success. Retention rates have increased by 5%, and student athletes retain at a 14% higher rate than the overall student body. He reported on in-demand graduate programs and that they offer programs in key areas such as health care, energy and education. ISU is the only Idaho institution to sponsor accredited graduate medical and dental education programs. He added that passage rates on national exams meet or exceed national averages.

Dr. Vailas reported that ISU continues to lead in research and innovation where the knowledge created has a direct impact on student experience in the classroom and outwardly. He reported on how ISU is changing lives in Idaho, and how the university helps drive state and national economic development. ISU has 15 health teaching clinics serving various communities, and has more than 800 participants in its health fair. They are very proud to contribute to advancing health care in Idaho. He reported that the Bengal Pharmacy, LLC, opened the state's first ever full service tele-pharmacy in Arco, and also provides hands on experience to students. Dr. Vailas shared a short video on the Bengal Pharmacy, LLC, and how it is helping shape the future in rural Idaho.

2. Presidents' Council Report

Mr. Westerberg indicated they would hear from each of the presidents on their security plans after the President's Council report.

Presidents' Council Chair Dr. Joe Dunlap from North Idaho College (NIC) reported on the recent activities of the Presidents' Council. The president's met on August 5th and discussed scholarship legislation being proposed which included three proposals. The first proposal is from Representative Gannon on tuition waivers for students who are interns with the state or political subdivisions of the state; the second proposal is from Representative Nielsen who is on the House Ed Committee, that seeks to provide a

scholarship for students earning an Associate's degree or certificate in high school to go on and complete a baccalaureate degree; and the third is a proposal from Ryan Kirby, who is running for a legislative seat, and Senator Thayne, for scholarships for students at various levels in dual credit, advanced placement and PTE credit courses in high school. Institutions would need to come up with a match from industry for these awards. It was pointed out that Senator Thayne is not supportive of the latter part of that proposal. Dr. Dunlap pointed out that with there being overlap with the scholarship proposals there will likely be discussion about consolidation.

Dr. Dunlap reported that the president's decided upon a President's Council retreat to take place on October 14th in Lewiston at Lewis-Clark State College, the day before the October Board meeting. Dr. Fernandez would be coordinating the retreat planning.

Dr. Dunlap reported the presidents heard from PTE Administrator Dwight Johnson on the Governor's Accelerate Idaho Initiative. The initiative is a K-through-career system that is being proposed and will contribute toward the Board's 60% goal. The president's also reviewed their budgets and proposals for FY16. The guns on campus security funding proposals would be supplemental proposals and not included in the FY16 budget requests.

At this time, each of the presidents reported on their campus security plans.

Dr. Kustra reported that BSU has reviewed their entire campus security operation and have found that with the benchmarks provided – they can ramp up their security officers to meet the recommendations. They will have armed security officers. This new law holds the university responsible if anything goes wrong. They will increase security officers from 13 to 34 security officers over a three year period. There will also be a substantial increase in equipment. For the liability concerns, they will be using metal detectors at the football stadium. They are starting out with metal detectors at two entrances, and will eventually have them at all entrances.

Dr. Staben reported from UI, and with respect to the guns on campus bill they are taking a different approach. They are not putting metal detectors at the stadiums and are relying on the Moscow police department for support. They have taken steps to increase the safety and security of the campus such as surveillance, and have taken steps with the police department to decrease the amount of response time.

Dr. Albiston reported from EITC that the plan submitted addresses safety, physical security, information security, emergency response and their relationship with the local police department. They have decided to remain status quo and will continue to contract through a company for the college's security. Their security guards are not armed nor will they be. He indicated that throughout conversations with the local police department, they will continue to use them for support.

Dr. Dunlap reported from NIC that their new policy is congruent with LCSC and ISU since they also have a presence at NIC. They have installed locks in classrooms should the need arise for shelter. They have worked with the police department and

have put computer software in place if necessary for a lock down. They have compiled a FAQ list for students and visitors to the campus. They did issue a supplemental funding request for increased costs as a result of the new bill.

Dr. Vailas reported that ISU has updated and enhanced their safety policy, and their safety officers are now armed. They have identified some exceptions and have identified a process to address those exceptions. He pointed out that they have also worked with the police department to decrease their response time to incidents.

Dr. Fernandez reported that LCSC has changed its policies to be in concert with the State Board's policies. They have had and will continue to have meetings on campus to explain that policy. They have established a firearms advisory team to continue to look at the issue to make necessary changes. They have posted details on campus and have purchased equipment to facilitate the new laws; they will not have armed security guards. They have absorbed the costs thus far in implementing the things they have put into place. Dr. Fernandez added they are very confident in the Lewiston Police Department and have included them in their Firearms Committee.

Dr. Jeff Fox from the College of Southern Idaho (CSI) indicated they have taken a slightly different approach and hope that Idaho citizens will continue to abide by the law. They have not asked for any additional funding at this time. CSI does have a full time public safety director. He reported they have done awareness training, have the ability for lockdowns, video surveillance, and have nine full time unarmed security officers and also have a law enforcement program on campus.

Ms. Cheryl Wright Vice President of Finance and Administration from the College of Western Idaho (CWI) spoke on behalf of President Glandon and apologized for his absence. She reported that they have worked diligently the past year and one half on the campus safety plan. They have a revised policy and they contract out for security. Their officers are unarmed, but will carry pepper spray. They have a MOU with the Nampa Police Department to have presence on their Nampa campus during the campus open hours. They have a request for funding for a school resource officer in both Canyon County and Ada County, and are working with the Boise Police Department for an MOU for the Ada County presence.

Dr. Westerberg thanked the presidents for their collaboration and thoughtful consideration of the safety of the institutions' students and visitors.

3. Division of Professional-Technical Education (PTE) Annual Report

Dwight Johnson introduced himself and offered a brief history and background of himself for the Board. Mr. Johnson is the new Administrator for the Division of Professional-Technical Education, and brings unique insight to this position from the Departments of Commerce and Labor. He provided a report to the Board on the Division of Professional-Technical Education's current activities and progress.

He remarked on the Governor's Accelerate Idaho initiative and the opportunity and need for a skilled workforce and how that relates to professional-technical education and enhancing a skilled workforce in Idaho. He pointed out the need for a skilled workforce as a driver of the Board's 60% goal, as well as the Workforce Development Council's 60% goal. He felt what PTE does in regard to technical training contributes directly to the development of a skilled workforce. He remarked about the Legislature passing House Concurrent Resolution 53 which directs the Departments of Commerce and Labor to work with the Board of Education and report back in January on how to make education more responsive to business talent and workforce needs, and pointed out that the whole picture is an increasing public policy priority.

Mr. Johnson reported that the PTE delivery system spans secondary and postsecondary education levels and their strategic plan ties with the Board's goals and objectives. He commented that professional technical education works and 64% of high school PTE program students go on to college. The strength of PTE is that it is relevant education, it uses applied learning, it recognizes credentials, and contains learn-and-earn models. PTE helps connect education to students' passions and goals. He commented that their keys to accomplishing goals are building partnerships to engineer talent pipelines for industries, and building career pathways for students.

Mr. Johnson identified Idaho industry targets include advanced manufacturing, energy, high technology, and health care. Regarding building career pathways, successful transitions will be important. He remarked that building talent pipelines includes work from K-12 through career and industry centers.

He commented on the tools, incentives, and programs available to help support the Board's 60% goal, and that those elements include grants and reallocated funds, apprenticeships, education programs and credentials, and legislative tax credits. He concluded by commenting on the critical role of PTE in leadership, advocacy, and technical assistance.

Mr. Soltman thanked Mr. Johnson for his comprehensive report to the Board and remarked that a key and critical thing to focus on will be leadership at the Division.

4. Amendment to Board Policy, Bylaws – Second Reading

BOARD ACTION

M/S (Westerberg/Soltman): To approve the second reading of Board policy - Bylaws as submitted. The motion carried unanimously seven to zero.

During the June Board meeting additional edits were requested that would ensure it was clear that the Board hired and/or fired the independent auditors and that the Board President had the authority to set the Board meeting locations.

5. Data Management Council – Policies and Procedures

BOARD ACTION

M/S (Westerberg/Goesling): To approve the Data Management Council governing policies and procedures as submitted in Attachment 1. The motion carried unanimously seven to zero.

Mr. Carson Howell from the Board office provided some background on the Data Management Council (DMC). The Statewide Longitudinal Data System (SLDS) is a user initiated matching system what uses data from the K-12 system, the postsecondary system, and the Department of Labor; those databases are separate databases that are not linked to each other. Mr. Howell clarified the levels of restrictions on the data and provided some examples of its use. He pointed out that any data will be stored on a secure sever and that it has limits on who has access to the data. The data will be used to determine how to improve the education system. He explained how the data requests are ether approved or disapproved by the DMC. Passage of this item will ensure that the DMC bylaws and the Board of Education are in compliance with state law.

Mr. Luna asked for comment on the perception that people have of the existence of one large database containing student data. Mr. Howell clarified that there are three separate data bases and how they are limited. In Idaho the decision was made to have separate databases as a form of security and confidentiality. Mr. Howell explained the process for how data is requested and how it is approved by the DMC which includes discussion and a vote. Further, only the data elements required to answer the specific question are provided in response. The requestor must clarify what the data is going to be used for, and is given clear direction on how the data may be used, as well as destroyed. An annual report is required by the Legislature of any data requested. Mr. Hill asked if it has a dedicated server. Mr. Howell responded the K-12 and postsecondary data are on a dedicated server and the data is encrypted. Ms. Critchfield asked if it has been determined on how long the data is stored. Mr. Howell responded it would be brought up to the DMC. Mr. Luna asked for a report to the Board after that discussion with the DMC.

Mr. Howell also pointed out that the SLDS does not collect any data that is not already collected at the school district and that parents have access to this data.

6. School District Model Data Security Policy**BOARD ACTION**

M/S (Westerberg/Soltman): To approve the Model Student Data Privacy and Security Policy as submitted in Attachment 1. The motion carried unanimously six to zero. Ms. Critchfield abstained from voting on the motion.

Mr. Howell reported that the last section of the bill directs the State Board to develop a model policy for school districts and public charter schools that will govern data collection, access, security, and use of such data. This model policy has been drafted

and approved by the DMC. He pointed out that if a district or public charter fails to adopt, implement, and post the policy where any inappropriate release of data occurs, the district or public charter shall be liable for a civil penalty not to exceed \$50K that shall be paid to the General Fund. The DMC received and considered input from various stakeholders including charter schools, school districts, and parents. The policy was approved unanimously by the DMC. Passage of this item 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.

Mr. Howell discussed concerns about the data that is being gathered, such as the idea that it is a tracking system. He clarified that this system is a tool intended to be used to review trends and determine how to better to improve the education system; they are specifically looking at patterns of students that go on to college. Employment data is useful because it shows if students are getting jobs and in what areas. For instance, a recent data analysis shows that students are graduating, but are taking jobs in Washington and Oregon where they are making better wages. Using this data, they hope to look at ways to keep graduates in Idaho and how to contribute to its economy.

Mr. Luna asked about the secondary uses of the data. Mr. Howell highlighted the contract requirements for vendors for the secondary uses of the data. In addition, he pointed out that the Board shall obtain express parental consent for those secondary uses prior to deployment of the vendor's services under the contract. He discussed what is and what is not permitted under this policy. Mr. Luna remarked that he thought the understanding was the local *School Board* would be the one obtaining parental consent, and not the *State Board*. Mr. Howell pointed out the language in the bill points to the State Board of Education. Mr. Hill recommended getting clarification from the Legislature on the specific definition of the term "board".

7. Pending Rule – Docket 08-0501-1401 – Seed and Plant Certification

BOARD ACTION

M/S (Westerberg/Critchfield): To approve the Pending Rule Docket 08-05-1401 as submitted. The motion carried unanimously six to zero. Ms. Atchley abstained from voting on the motion.

8. Proposed Rule – Docket 08-0111-1401 – Registration of Postsecondary Institutions and Proprietary Schools

BOARD ACTION

M/S (Westerberg/Hill): To approve the Proposed Rule changes to Docket 08-0111-1401 as submitted. The motion carried unanimously seven to zero.

9. Proposed Rule – Docket 08-0202-1401 – Teacher Certification

BOARD ACTION

M/S (Westerberg/Goesling): To approve the Proposed Rule changes to Docket 08-0202-1401 as submitted. The motion carried unanimously seven to zero.

Dr. Linda Clark, superintendent of the Meridian School District, provided comments on this item otherwise known as tiered licensure. She provided some background on the item, and a presentation on tiered licensure and the tiered certification framework. This system is a two tiered system with the first tier being a residency tier, and the second being a professional certificate. The residency tier is an institutional recommendation from a state approved educator preparation program from where the individual has met certain criteria derived from the Danielson model. That individual would have an individualized learning plan; learning objectives and measureable student achievement are also considered. It is recommended that every teacher in Idaho have an individualized learning plan.

Dr. Clark reported that the residency certificate is a three year non-renewable certificate, and professional development in years 1-3 includes intensive mentoring, mentoring at a lesser level, and independent practice. After three years, they would be qualified to obtain a professional certificate. Dr. Clark reviewed those qualifications. She also pointed out the contingencies if the teacher does not meet the criteria at the end of three years. Those teachers would not be certificated during this time, but have the opportunity to return to a higher education institution for instruction in the area on non-proficiency.

Tier two is a professional certificate renewal. It is a five year renewal where teachers must meet current credit requirements. Dr. Clark identified the other requirements for this tier and certificate renewal. If the teacher does not meet the criteria, the teacher is moved to a contingent professional certificate status. The teacher would be placed on an improvement plan to include peer assistance and if necessary intervention. Contingent status is removed once professional certificate requirements are satisfied. There are additional contingencies such as the teacher not being eligible for a leadership premium.

If the teacher meets the criteria of a professional certificate and are exemplary, they can qualify for the master professional certificate which is a five year renewable certificate. Dr. Clark highlighted the requirements for this certificate which included such areas as meeting current credit requirements, a minimum of eight years of teaching experience, and demonstrated teacher proficiency to name a few.

Dr. Clark indicated there has been a great deal of emphasis placed on the evaluation of teachers in Idaho. Summative evaluations based on Idaho state performance evaluation framework must include observations completed by two observers who have proof of proficiency in evaluating teacher performance as stated in IDAPA 08.02.121.05.c. Dr. Clark also pointed out that there is an appeals process allowed at the time of renewal. Appeals regarding certification will be conducted by the Professional Standards Commission. She also highlighted the recommendations for out-of-state teachers, and those requirements for an interim master professional

certificate. Dr. Clark also addressed options for teachers who may take a leave of absence from teaching or from a district, including military leave.

Ms. Bent outlined the process of approvals for the proposed rule.

10. Proposed Rule – Docket 55-0104-1401 – Agriculture Startup and Incentive Grants

BOARD ACTION

M/S (Westerberg/Goesling): To approve the Proposed Rule Docket 55-0104-1401, Rules Governing Idaho Quality Program Standards Incentive Grants and Agricultural Education Program Start-up Grants as submitted in Attachment 1. The motion carried unanimously six to zero. Mr. Luna was absent from voting.

AND

M/S (Westerberg/Soltman): To approve the Idaho Agricultural Education Quality Program Standards as submitted in Attachment 2. The motion carried unanimously six to zero. Mr. Luna was absent from voting.

AND

M/S (Westerberg/Goesling): To approve the first reading of amendments to Board Policy IV.E. Division of Professional-Technical Education, incorporating the Idaho Agricultural Education Quality Program Standards by reference as submitted in Attachment 3. The motion carried unanimously six to zero. Mr. Luna was absent from voting.

BUSINESS AFFAIRS & HUMAN RESOURCES – Section I – Human Resources

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

BOARD ACTION

M/S (Goesling/Hill): To approve the second reading of Board Governing Policy and Procedures II.H., Coaches and Athletic Directors, as presented. The motion carried unanimously six to zero. Mr. Luna was absent from voting.

2. University of Idaho – Multi-Year Employment Agreement – Director of Track and Field and Cross Country

BOARD ACTION

M/S (Goesling/Soltman): To approve the University of Idaho's three-year employment contract with Tim Cawley, Director of Track and Field and Cross

Country for a term commencing August 14, 2014 through August 13, 2017, at a base salary of \$63,252.80 and supplemental compensation provisions in substantial conformance to the contract submitted to the Board in Attachment 1. The motion carried unanimously seven to zero.

BUSINESS AFFAIRS & HUMAN RESOURCES – Section II – Finance

At this time Dr. Goesling requested moving the late item related to FY 15 Supplemental Requests forward on the agenda. There were no objections.

Late Item – BAHF Finance

1. FY 2015 Supplemental: Fiscal Impact of Guns on Campus Law

BOARD ACTION

M/S (Goesling/Soltman): To approve the FY 2015 supplemental appropriation requests for Boise State University, Idaho State University, University of Idaho, College of Western Idaho and North Idaho College as submitted, to eliminate the corresponding FY 2016 line items for Boise State University and North Idaho College in the BAHF Finance Tab 1 agenda, and to reduce the College of Western Idaho's FY 2016 line to \$115,300. The motion carried unanimously seven to zero.

Mr. Freeman indicated this is a request for supplemental appropriation to address security costs associated with the passage of Senate Bill 1254 which was the Guns on Campus legislation approved during the last session. He reported that the President's Council unanimously agreed that this request should be an FY 2015 supplemental request rather than a FY 2016 line item budget request.

Mr. Westerberg asked if the institutions consulted other area institutions on their security expenses. Mr. Smith from UI responded that they did contact their colleagues in Utah and Colorado. Those states didn't have any additional expense other than CCTV surveillance costs. Mr. Nelson added that all the schools they talked to in Utah and Colorado already had their own campus security. Mr. Westerberg asked if other institutions were using metal detectors at big events. The response was that they were not. Mr. Smith clarified that in Utah, the carry of fire arms cannot be restricted.

1. FY 2016 Line Items

BOARD ACTION

M/S (Goesling/Soltman): To approve the FY 2015 Supplemental Appropriation Request for Idaho Division of Vocational Rehabilitation in the amount of \$555,000 in federal funds as shown on Tab 1 page 3. The motion carried unanimously seven to zero.

M/S (Goesling/Soltman): To approve the Line Items for the agencies and institutions as listed on Tab 1 pages 7-9, and to authorize the Executive Director to approve the MCO and Line Item budget requests for agencies and institutions due to Division of Financial Management and Legislative Services Office on September 1, 2014. The motion carried six to one. Mr. Westerberg voted nay on the motion.

M/S (Goesling/Soltman): To accept the budget prioritization detail as distributed during the meeting. The motion carried seven to zero. The budget prioritization detail distributed during the meeting is as follows:

Prioritize ongoing budget items:

1. Complete College Idaho
2. HERC funding
3. Salary competitiveness for each institution
4. Institutional requests as follows:
 - a. Boise State University
 - i. Computer Science Workforce Initiative (Priority 4.1)
 - b. Lewis-Clark State University
 - i. Work College Trial (Priority 4.1)
 - c. Idaho State University
 - i. Occupancy Costs (Priority 4.1)
 - ii. Career Path Internships (Priority 4.2)
 - iii. e-ISU Online Access (Priority 4.3)
 - d. University of Idaho
 - i. Employment readiness (Priority 4.1)
 - ii. Idaho Law and Justice Learning Center (Priority 4.2)
 - iii. Occupancy Costs (Priority 4.3)

Prioritize one-time budget items:

1. Deferred Maintenance
2. Philanthropic Scholarship Matching Program

Mr. Freeman indicated that at the June meeting the institutions and agencies presented their Line Item requests to the Board. The Board directed the Business Affairs and Human Resources (BAHR) Committee to review the FY 2016 budget line item requests and to report recommendations back to the Board at the August Board meeting. Mr. Freeman pointed out that in the agenda materials on Tab 1 page 7, a summary sheet reflecting changes by the institutions was provided. Mr. Freeman highlighted those changes.

Mr. Freeman added one comment that on July 16 there was a joint meeting with the provosts and financial vice presidents to discuss several things, including the Complete College Idaho (CCI) line item. He reported that there seemed to be some confusion about the coherency of the CCI item by policy makers. A recommendation by Dr. Schimpf was to look at the CCI line item in terms of 1) pre-college readiness, 2) go-on,

and 3) retention and persistence. There was consensus among the group that the suggestion was a good way to look at and market the CCI initiative and to help it be more understandable among policy makers.

Mr. Westerberg asked why some items were grouped under system wide needs and some were under the individual institution needs. Mr. Freeman responded that in April the CCI item was at a system wide level. In order to advance the 60% goal, it seemed appropriate to make it an institution level priority. Mr. Westerberg remarked that he felt it should be at the institution level. Mr. Freeman responded that CCI has pros and cons to either approach. There was continued discussion on CCI being a system wide issue. The responses varied on whether institutions felt it should be at the system wide or institution level. BSU, UI and CWI felt it should be at the system wide needs level. ISU and LCSC responded it is better defended at the institutional level.

Mr. Smith from UI also indicated that salary competitiveness is another high priority. Mr. Westerberg asked what data was used to evaluate salary competitiveness. Most of the institutions responded they used CUPA data in reviewing salary competitiveness. Mr. Herbst added that they also look at the state classified system and peer review. Keith Ickes from UI responded they used peer review and AAUP salary survey. They also recently completed a reclassification of staff across the university. Mr. Westerberg remarked that the institutions should be using a consistent model to look at salary competitiveness. Mr. Ickes responded they looked at salary competitiveness in different ways and the end result was very similar for each observation.

There was additional discussion on the prioritization of the items. Mr. Freeman was directed to prepare a motion and distribute budget prioritization detail to support the motion.

2. FY 2016 Capital Budget Requests

BOARD ACTION

M/S (Goesling/Soltman): To recommend to the Permanent Building Fund Advisory Council the number one priority major capital project for each institution as listed on page 5 for consideration in the FY 2016 budget process. The motion carried unanimously seven to zero.

AND

M/S (Goesling/Soltman): To approve the six-year capital construction plans for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and Eastern Idaho Technical College. The motion carried unanimously seven to zero.

Mr. Freeman provided some background on the item for the benefit of the new board members. He indicated the capital projects request process is separate from the line item budget request process. The Permanent Building Fund Advisory Council (PBFAC),

which is staffed by the Division of Public Works (DPW), has several major areas of focus: new, renovated or remodeled projects; Americans with Disabilities Act (ADA) projects; asbestos abatement/removal, and building demolition. Only Board-approved major capital projects can be forwarded to the PBFAC. The PBFAC, Governor and Legislature will then be informed of the Board's recommendation based upon the priorities indicated (if any) at the Board's discretion.

3. Intercollegiate Athletic Reports – NCAA Academic Progress Rate (APR) Scores

Dr. Goesling provided brief comments to summarize this item. Mr. Spear from the University of Idaho commented that they are on track for a 950 single year improvement; they have implemented a few new things, and are on track with their APR scores. He pointed out they have also been reaching out to former student athletes to return to the university and complete their degree; they have had three young men return to complete their degree this year. One student returned from 2007.

4. Amendment to Board Policy Section V.E. – Gifts & Affiliated Foundations

BOARD ACTION

M/S (Goesling/Soltman): To approve the first reading of proposed amendments to Board Policy V.E. Gifts & Affiliated Foundations, as presented in Attachment 1.
The motion carried unanimously seven to zero.

Dr. Goesling provided some background stating that several universities are developing proposals for research foundations. He pointed out that "technology transfer organizations" are specifically excluded from Board policy V.E. on governance and formation of affiliated foundations. Board staff, in consultation with institution counsel, has determined that Board policy V.E. can be amended to facilitate the inclusion of research foundations and technology transfer organizations under the existing policy. The requirement for a Board-approved foundation operating agreement under current policy would apply to research and technology transfer foundations, including review and re-approval of the agreements every three years.

5. Amendment to Board Policy Section V.X. – Intercollegiate Athletics – Second Reading

BOARD ACTION

M/S (Goesling/Soltman): To approve the second reading of proposed amendments to Board Policy V.T. Fee Waivers, as presented in Attachment 1.
The motion carried unanimously seven to zero.

6. Amendment to Board Policy Section V.X. – Intercollegiate Athletics – Second Reading

BOARD ACTION

M/S (Goesling/Soltman): To approve the second reading of proposed amendments to Board policy V.X. Intercollegiate Athletics, as presented in Attachment 1. The motion carried unanimously seven to zero.

7. Boise State University, Idaho State University, University of Idaho – Intellectual Property Policies

BOARD ACTION

M/S (Goesling/Soltman): To approve the intellectual property policies of the University of Idaho, Boise State University and Idaho State University as submitted. The motion carried unanimously seven to zero.

Mr. Freeman provided some background on the item and pointed out the policies are consistent with the Board's policy on intellectual property (IP). All of the institution IP policies are consistent and compliant. Mr. Westerberg thanked the committees and institutions for their work on this item.

8. Boise State University – Collegiate Licensing Company Contract

BOARD ACTION

M/S (Goesling/Soltman): To approve the request by Boise State University to enter into the proposed contract with the Collegiate Licensing Company for licensing and marketing of logo merchandise for a term commencing retroactively on July 1, 2014 and terminating June 30, 2019, in substantial conformance with the agreement submitted to the Board as Attachment 1. The motion carried unanimously seven to zero.

9. Boise State University – Alumni and Friends Center Development and Occupancy Agreement

BOARD ACTION

M/S (Goesling/Soltman): To authorize Boise State University to enter into the University/Foundation Development, Occupancy, Ownership and Use Agreement in substantial conformance with the document as presented in Attachment 1, and to find the project economically feasible and necessary for the proper operation of the university. The motion carried unanimously seven to zero.

10. Boise State University – Learfield Contract Amendment

BOARD ACTION

M/S (Goesling/Westerberg): To approve the request by Boise State University to enter into the proposed amendment to the multi-media and marketing rights

agreement with Bronco Sports Properties, a subsidiary of Learfield Communications as submitted. The motion carried unanimously seven to zero.

Legal counsel for BSU, Kevin Satterlee, reported that the contract has been renegotiated to the benefit of BSU, and Tab 10 of the agenda materials outlines the details of the renegotiation. He added that the Albertson's agreement is in addition to the Learfield contract.

11. Idaho State University – Athletic Program Funding Proposal

BOARD ACTION

M/S (Goesling/Westerberg): To waive Board policy V.X.3.b. and to approve the request by Idaho State University to temporarily increase its institutional funds limit by an amount not to exceed \$250,000 annually for a period of three years (FY 2015 – 2017) in support of its athletics program, and to direct ISU to provide an annual report to the Athletics Committee on the impact of the increased investment and plans for sustainability. The motion carried six to one. Mr. Soltman voted nay on the motion.

12. University of Idaho – Idaho Law and Justice Learning Center Project

BOARD ACTION

M/S (Goesling/Soltman): To approve the request by the University of Idaho to implement the construction phase for the tenant improvements at the Idaho Law and Justice Learning Center in the amount of \$1,600,000 pursuant to the estimated budget set forth in the materials submitted. The motion carried unanimously six to zero. Mr. Westerberg was absent from voting.

Mr. Freeman provided brief background on the item for the benefit of the new Board members.

INSTRUCTION, RESEARCH & STUDENT AFFAIRS

1. Amendment to Board Policy III.P. – Student Complaints/Grievances – Second Reading

BOARD ACTION

M/S (Soltman/Westerberg): To approve the second reading of proposed amendments to Board policy III.P. Students, subsection 18, as submitted in Attachment 1. The motion carried five to zero. Mr. Luna and Mr. Hill were absent from voting.

2. Boise State University – Master of Political Science

BOARD ACTION

M/S (Soltman/Hill): To approve the request by Boise State University to create a new Master of Arts in Political Science. The motion carried unanimously seven to zero.

Dr. Schimpf indicated they are seeking to create a new Master of Arts in Political Science and provided some supportive comments regarding the need for this program at BSU based on the regional needs identified. They approximate 20 students each year and project 13 or 14 graduates. Dr. Schimpf addressed the sunset clause, commenting that if the program does not meet the target of 12 graduates per year in 4-5 years, the resources invested in the program would be withdrawn.

3. Boise State University – STEM Institute

BOARD ACTION

M/S (Soltman/Westerberg): To approve the request by Boise State University to create a new STEM Institute. The motion carried unanimously seven to zero.

Dr. Schimpf indicated that BSU proposes to create a new STEM Institute, which will support STEM education and research. ISU and UI also offer a number of initiatives that support STEM education and research. In many cases, those initiatives represent substantial collaborative efforts among BSU, UI, and ISU. Board staff, CAAP, and IRSA recommend approval. Ms. Atchley asked if this will undergo program prioritization. Dr. Schimpf responded it would.

4. Lewis-Clark State College – Faculty Constitution

BOARD ACTION

M/S (Soltman/Hill): To approve the proposed changes to the Lewis-Clark State College Faculty constitution as set forth in the materials submitted to the Board as attachment 1. The motion carried unanimously seven to zero.

Provost Lori Stinson summarized the changes from the first reading. Mr. Alex Bezzerides, chair of the Faculty Senate, summarized the changes to the language. He indicated the committee structure was revised to eliminate redundancy and increase efficiency. Mr. Soltman inquired about the level of student representation. Mr. Bezzerides responded the conclusion was to let students have a voice on the senate but to not allow them to have a vote, emphasizing the importance of listening to the concerns and input of students.

5. Accreditation Process and Status Update

Dr. Chris Mathias from the State Board office provided an update on institution accreditation and a PowerPoint presentation to illustrate the accreditation process and

where the institutions are at in the process. ISU is having its seven year accreditation review this October, and Dr. Mathias provided a summary of what to expect during the site visit.

IRSA – Late Item

1. University of Idaho – Board Policy III.Y. – Advanced Opportunities - Waiver

BOARD ACTION

M/S (Westerberg/Soltman): To approve the request by the University of Idaho for a waiver of Board policy III.Y. Advanced Opportunities, subsection 4, as it applies to the University’s College of Agricultural and Life Sciences dual credit courses for the Fall 2014 semester, and direct University staff to work with Board staff to bring the courses into compliance prior to the end of the Fall 2014 term. The motion carried unanimously seven to zero.

Dr. Mathias provided background on the item. Provost Kathy Aiken clarified that they are seeking a waiver from Board policy until the courses can be brought into compliance with Board policy. Mr. Luna indicated that student concerns are also whether the credit is a core or an elective credit, and it is important for the sustainability of the program that it is at the college level for the students who then go on and transfer their credits.

DEPARTMENT OF EDUCATION

1. Superintendent’s Update

Superintendent of Public Instruction, Tom Luna, provided an update from the Department of Education, focusing on Smarter Balanced, and presented a PowerPoint presentation on the subject. Prior to the Smarter Balanced presentation, Ms. Willits aired two short video clips on the Idaho Core.

Mr. Luna indicated 164,600 students participated in the Smarter Balanced field test. The test survey results from 10,428 respondents showed favorable responses from students. The students responded that the testing is in line with what they are learning. Mr. Luna reviewed student comments on likes and dislikes of the testing. The Department also conducted an administrator survey to gain understanding of challenges administrators are facing. They reviewed both positive and negative feedback from administrators and found the biggest challenge appeared to be scheduling and proctors for the test. One of the challenges noted was that there is a general prejudice against the test, and that test was comparable to the ISAT but took longer. The overall teacher survey indicated that the results went somewhat well. He encouraged Board members visit a school and observe the testing process. Next steps are to set achievement levels (i.e., cut scores). He pointed out that 19 Idaho educators were selected to participate in the setting of achievement levels; there is also an on-line panel to set achievement levels. To date there are 167 Idahoans registered to do this. There was additional discussion regarding the cut scores.

At 3:20 Dr. Goesling left the meeting.

With regard to the name of the test, Mr. Luna indicated the name of the test (the ISAT) is consistent with what it has been called from the beginning. Ms. Willits discussed the digital library and interim assessments from Smarter Balanced. She indicated with the digital library, educators need to be provisioned by their districts to use it. There are instructional and professional resources related to the formative assessment process. The interim assessments will be released in Fall of 2014. Mr. Luna reported that they would demonstrate to the Board how this would be used after the start of school.

Board member Critchfield volunteered to serve on that committee. Mr. Luna showed two additional short videos on the Idaho Core standards.

2. Consolidation of North Gem and Grace School Districts

BOARD ACTION

M/S (Luna/Westerberg): To approve the Consolidation Plan for North Gem and Grace School Districts as submitted and forward the plan to the local electorate for a vote. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna pointed out this motion allows the districts to move toward the next step in consolidation. There was no further discussion on the item.

3. Temporary and Proposed - Rule IDAPA 08.02.01.400 – Rules Governing Administration

BOARD ACTION

M/S (Luna/Westerberg): To approve the Temporary and Proposed rule amendment to IDAPA 08.02.03.400, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

4. Proposed Rule - IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation by Reference

BOARD ACTION

M/S (Luna/Hill): To approve the proposed revisions to the Idaho Foundation and Enhancement Standards for: School Counselor, Special Education Generalist, Special Education Director and School Psychologists as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

M/S (Luna/Westerberg): To approve the proposed standards revisions to the Idaho Standards for operating procedures for the Idaho Public Driver Education

Programs, Incorporated by Reference, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

M/S (Luna/Hill): To approve the Proposed Rule amendments to IDAPA 08.02.02.04.01, Rules Governing Uniformity, Incorporation by Reference as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated approval of the Idaho Standards for Initial Certification of Professional School Personnel will bring the standards up to date with current best practices in the listed areas. Approval of the Driver Education Program standards will provide clarity to the reporting requirements.

5. Temporary Rule- IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation by Reference

BOARD ACTION

M/S (Luna/Soltman): To approve the Temporary Rule amendment to IDAPA 08.02.02.004, Rules Governing Uniformity, Incorporation by Reference, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

6. Proposed Rule - IDAPA 08.02.02.027, .028, .030, .047, .076 Rules Governing Uniformity

BOARD ACTION

M/S (Luna/Hill): To approve the Proposed rule amendments to IDAPA 08.02.02.027, .028, .030, .047, .076 Rules Governing Uniformity, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated approval of the proposed changes will update language used in describing the endorsements and update requirements with current best practices. Additional changes to the ethics section add greater clarity to Principle II and Principle X.

7. Proposed Rule IDAPA 08.02.02.120, .121 – Rules Governing Uniformity - Educator Evaluations

BOARD ACTION

M/S (Luna/Hill): To approve proposed rule amendments to IDAPA 08.02.02.120, .121 as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated if the State Board of Education does not approve the changes, Idaho school administrators will be required to include two (2) classroom observations regardless of the situation and specific administrator staff will not be identified as responsible for measuring teacher performance.

8. Temporary and Proposed Rule - IDAPA 08.02.03.104 - Physical Education and Professional Technical Education

BOARD ACTION

M/S (Luna/Hill): To approve the Temporary and Proposed Rule amendments to IDAPA 08.02.03.104 – Other Required Instruction, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated approval of the proposed rule amendments would reinstate the requirement that high schools offer physical education and professional-technical education, and clarify that the learning plans created in middle school/junior high must be reviewed annually throughout the student's high school experience.

9. Temporary Rule - IDAPA 08.02.03.105 – Rules Governing Thoroughness

BOARD ACTION

M/S (Luna/Westerberg): To approve the Temporary amendments to IDAPA 08.02.03.105, High School Graduation Requirements, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna provided a timeline and background for the item and pointed out the class of 2016 will be the last class to take the old ISAT. Ms. Willits highlighted what they are trying to clarify regarding the Rules Governing Thoroughness by detailing the changes item by item. Those specific details were also included in the agenda materials.

10. Proposed Rule - IDAPA 08.02.03.105 – Rules Governing Thoroughness

BOARD ACTION

M/S (Luna/Hill): To approve Proposed Rule amendments to IDAPA 08.02.03.105, High School Graduation Requirements, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Ms. Willits walked the Board through the changes to this rule. She clarified that when the Legislature ends, the temporary rule expires and the proposed rule takes effect. This is the full version of the plan for high school graduation requirements. Ms. Willits provided a review of the college and career ready graduation requirements starting with the class of 2017 through the class of 2020. She pointed out that any student who passes the ISAT in high school at the 11th grade college and career ready level will be exempt from future tests.

11. Temporary and Proposed Rule - IDAPA 08.02.03.111 - Rules Governing Thoroughness

BOARD ACTION

M/S (Luna/Hill): To approve the Temporary and Proposed Rule change to IDAPA 08.02.03.111 – Assessment in the Public Schools, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated if approved, students will continue to have an Educational Learning Plan (EAP) with designated supports and accommodations for use in daily classroom and for the annual ISAT assessment that align with the Smarter Balanced Assessment Consortium guidelines. There will be no noticeable change for students by removing the previous language. In addition, high school students will take an End of Course assessment in biology or chemistry in lieu of the science Idaho Standards Achievement Tests. This will not increase state testing, but will rather replace the previous science test to a more appropriate measure of student understanding.

12. Temporary and Proposed Rule - IDAPA 08.02.03.112 – Rules Governing Thoroughness

BOARD ACTION

M/S (Luna/Hill): To approve the Temporary and Proposed rule amendment to IDAPA 08.02.03.112. – Accountability, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated if approved, districts will have a uniform definition for Limited English Proficient (LEP) students. Mr. Luna remarked on the impact to students, as the current language is arbitrary and could limit the number of students who are identified as LEP.

13. Temporary and Proposed Rule IDAPA 08.02.03.115 – New student data elements for inclusion in the state student data system

BOARD ACTION

M/S (Luna/Hill): To approve the Temporary and Proposed rule amendments to IDAPA 08.02.03, as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna indicated the new data elements will provide the information necessary to accurately identify students, staff and educational institutions participating in various programs offered by the Idaho State Department of Education. It will also provide the information necessary to calculate the accurate payments to be sent to the school districts to reimburse students and/or parents for the associated costs with the

programs. There are five areas of data elements in the area of advanced opportunities. This report will go to the legislature.

14. Proposed Amendments to Idaho's ESEA Flexibility Amendment

BOARD ACTION

M/S (Luna/Westerberg): To approve Idaho's addendum for the ESEA Flexibility Waiver as submitted. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Luna gave some background on the item and discussed the Star Rating System. The Star Rating System focuses on achievement, proficiency, and growth, and includes the Board's priorities. He pointed out that because the field test was intended for cut-score setting, no scores and proficiency levels were provided for 2013-2014. The impact of the missing scores is annual student growth percentiles (SGP) cannot be calculated. Mr. Luna indicated that because of this, they are asking the Board to approve a Star Rating "reset" so that a baseline can be created with the operational tests next year, and growth the following year. He clarified that there will be accountability next year. They will report on all the other measures, just not growth. Their recommendation is to not do a Star Rating System next year.

LATE ITEMS

BAHR

2. Formation of Idaho State University Intellectual Property Foundation, Inc.

BOARD ACTION

M/S (Soltman/Hill): To approve the request by Idaho State University to participate in the formation of the Idaho State University Intellectual Property Foundation and to enter into the proposed Operating Agreement (which includes as exhibits draft forms of the Loaned Employee Agreement, Services Agreement, Articles of Incorporation and Bylaws) in substantial conformance with the documents submitted to the Board in Attachment 1. The motion carried unanimously six to zero. Dr. Goesling was absent from voting.

Mr. Soltman introduced the item pointing out that ISU is requesting authority to establish the Idaho State University Intellectual Property Foundation, Inc. (IPF) to facilitate the beneficial use of ISU's intellectual property for Idaho and the nation.

Mr. Freeman indicated this item has been discussed and reviewed extensively with Board staff, general counsel, and others for several months and is recommended for approval.

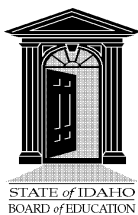
President Vailas remarked their proposal mirrors the University of Idaho's research proposal for their research foundation with the exception of this proposal focusing mainly on tech transfer. He thanked Board staff for the guidance they have provided on this item. He summarized that this is a request by ISU to approve the creation of an Intellectual Property Foundation, the purpose of which is "to support the education, research, and public service functions of the University through commercializing intellectual property created by the University."

Mr. Fletcher indicated the startup provision would be through a line of credit that would be monitored. The amount of money required will be about \$450K the first year. The understanding is that it will be reviewed and approved by the Board at the time they do the operating budget, but it will be a separate item.

OTHER BUSINESS

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

M/S (Westerberg/Soltman): To adjourn the meeting at 4.50 p.m. There were no objections.



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

**DRAFT MINUTES
STATE BOARD OF EDUCATION
October 3, 2014
Special Board Meeting
Boise, ID**

A special meeting of the State Board of Education was held October 3, 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 9:00 a.m. MST. A roll call of members was taken.

Present:

Emma Atchley, President
Rod Lewis, Vice President
Don Soltman, Secretary
David Hill

Richard Westerberg
Debbie Critchfield
Tom Luna
Bill Goesling (joined the meeting at 9:17 a.m.)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS (PPGA)

1. Recommendations from 2014 Education Improvement Committees

M/S (Westerberg/Soltman): To adopt the recommendations related to Structure and Governance as outlined in Attachment 1 and to direct Board and Department staff to develop implementation plans for each recommendation and bring them back for Board approval. The motion carried unanimously 8-0.

Mr. Westerberg introduced the item and indicating this item is essentially the final report from the Structure and Governance Committee who is seeking the Board's approval of their recommendations. Mr. Westerberg reminded the Board that they established two committees to address the 20 recommendations from the Governor's Task Force on Education; of which Structure and Governance is one. He pointed out that the committee split into three subcommittees in order to get the work done in a timelier manner. Mr. Westerberg introduced Mr. Bob Lokken for further comment.

Mr. Bob Lokken, President of Idaho Business for Education and Chair of the Structure and Governance Committee, summarized the committee recommendations which were also included as attachments to the agenda materials. Mr. Lokken indicated the Task Force and committee discussions and recommendations focus particularly on human assets and on how to facilitate allowing our schools to become a high performance work environment. The last portion of the recommendations focus on putting technology in place and enhancing

collaboration. Of the 28 specific recommendations (which were consolidated to 23), each focus on continuous improvement planning that include specific goals and targets. Mr. Westerberg pointed out that when the three subcommittees voted on the recommendations, all of the recommendations passed unanimously. Mr. Lokken verified that comment.

Mr. Luna asked if there were any significant or material changes to the agenda attachments. Ms. Whitney responded that there were some suggestions, and one dealt with the fiscal impact of consolidating and streamlining the advanced opportunities program. The subcommittee chair and committee chairs agreed the changes captured the intent of the committee. Mr. Lokken echoed those remarks commenting the spirit of the intent is that the schools move in the direction indicated, pointing out they realize there are limitations and minor edits may be necessary during the process. Ms. Bent pointed out that what the Board is being asked to adopt today is the summary of recommendations and for Board staff to develop the recommendations as reported in attachment 1, specifically on pages 5-7. Mr. Luna asked about the status of what he referred to as sub-recommendations. Ms. Bent responded that the information will be used to bring back to the Board very detailed information and analysis on each item. Mr. Luna expressed concern over the implementation of high level recommendations and that the detail should be adopted so as to not lose anything in translation between now and execution. Ms. Whitney pointed out some specifics that are moving forward in legislation and the plan is for the recommendations to be sequenced and worked on by the Board and Department staff; and then be presented back to the Board.

Ms. Critchfield asked about advanced opportunity consolidation and if anything is being eliminated. Mr. Lokken responded that the intent was not to eliminate anything, but rather to simplify the process. The recommendation is to bring advanced opportunities into a single section in Idaho Code because it exists in various places currently. Ms. Whitney confirmed those remarks. She also pointed out that a few of the changes are intended to assist districts in administering the programs. Ms. Critchfield asked if there was discussion on combining advanced opportunities programs into one program. Mr. Luna responded the programs in place for dual credit and advanced opportunities are intended to help students by providing better access, not to remove any opportunities that are currently there. Additionally, he added the demand has increased tremendously.

Mr. Hill commented that related to #11 in the agenda attachment, he strongly endorses the focus on continuous annual improvement. Ms. Bent pointed out that the item, along with the advanced opportunities item, will be presented at the October Board meeting because they require legislative change.

Board members expressed sincere appreciation for the amount of time and resources put forth by Mr. Lokken and the committee for their work on the recommendations. Mr. Goesling asked about a timeline for the implementations. Mr. Westerberg responded the timeline would vary based on the recommendations.

STATE DEPARTMENT OF EDUCATION (SDE)

2. PSAT and Student Data Privacy

M/S (Luna/Hill): To approve to authorize school districts and charter schools to share confidential student data contained on the PSAT exam with the College Board, as a vendor of the Department, to allow the College Board to administer the PSAT. The motion carried unanimously 8-0.

Mr. Luna summarized the item pointing out that the State Department of Education (Department) contracts with the College Board to provide all high school juniors the opportunity to take the SAT test. The Department has extended their contract with the College Board and now allows 10th graders the option to take the PSAT which is the pre-test. The next PSAT test is scheduled for October 15, 2014. Some school districts have expressed concern about the new Data Security Bill that was passed and what their obligations are related to the transfer of data since they are not contracted directly with the College Board. Mr. Luna pointed out that the law allows for the Board to approve data transfers and the Department is requesting that the Board approve the school districts' transfer of student level data to the College Board for the purposes of administering the PSAT. Mr. Luna pointed out that they anticipate more than 17,500 students are prepared to take the PSAT this year.

Other Business:

There being no further business, unanimous consent was requested to adjourn the meeting at 9:35 a.m. There were no objections.

**WORKSESSION
OCTOBER 15, 2014**

TAB	DESCRIPTION	ACTION
A	DEPARTMENT OF LABOR-WORKFORCE PROJECTIONS	Information Item
B	PERFORMANCE MEASURES REPORTS	Information Item
C	STEM STRATEGIC PLAN – PERFORMANCE MEASURES	Information Item

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IDAHO DEPARTMENT OF LABOR

SUBJECT

Idaho Industry and Occupational Employment Projections: 2012 - 2022

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section VI..A.4. Office of the State Board of Education

BACKGROUND/DISCUSSION

The Idaho Department of Labor will provide the Board current workforce projection for Idaho. This presentation will feature the results of 2012 – 2022 projections for Idaho job growth by industry, occupation and educational attainment.

IMPACT

Informational for strategic long-term financial and organizational planning purposes

ATTACHMENTS

Attachment 1 – Idaho Department of Labor Workforce Projections Page 3

BOARD ACTION

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

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Projections of Idaho Jobs by Industry and Occupation 2012 to 2022

Outline of Presentation

- ▶ Overview of Total Employment



- ▶ Industry Projections



- ▶ Occupations



- ▶ Analysis of sub-group occupations



- ▶ Education Attainment

Projections Concepts:

- Not a prediction of the future.
- Uses the best information about the past and the present.
- A forecast of the labor market a decade from now, if it were to run at full capacity.

Primary Goal:

- ▶ Provide information for individuals that are:
 - Entering the job market
 - Seeking to change careers
 - Researching the paths of knowledge and skill building that will lead to job success

Guidelines:

- Count of jobs, not people
- Produced every two years
- Decade timeframe projected
- Starting point of 2012 for this round
- Minimum level of industry projected
- Industry jobs projected first, from which occupational projections are developed.

Projections Results 2012 to 2022

Total Employment

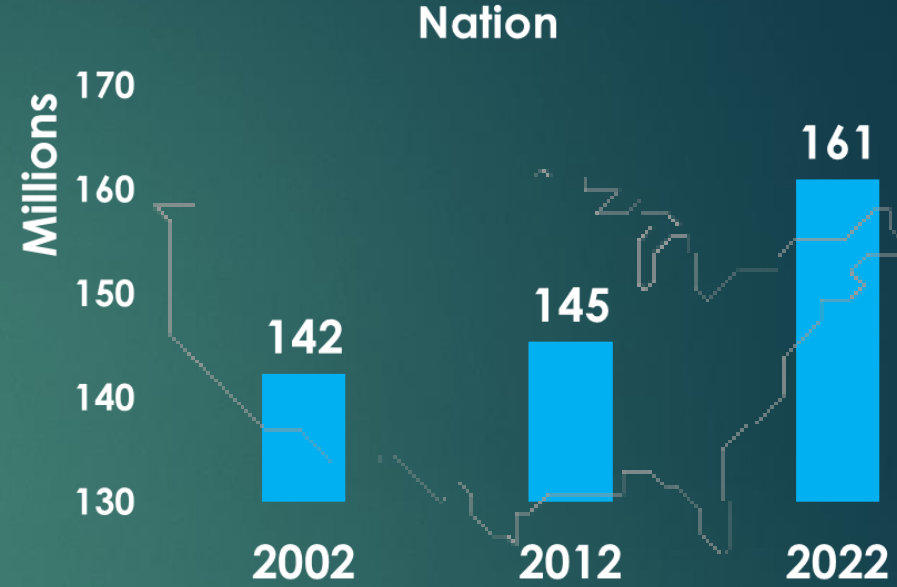


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Idaho

- From **2012 to 2022**, projected to add 109,000 jobs, **16% over the decade**, 1.5 % annualized.
- Growth of 37,000 jobs **from 2002 to 2012**, **5.8% increase over the decade**, 0.6% annually.

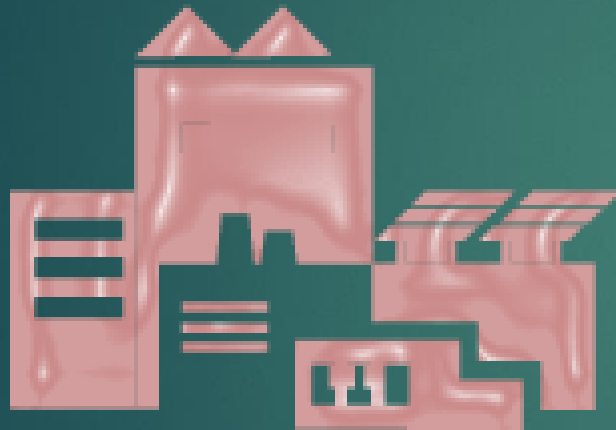


Nation

- Total employment is projected to grow by 15.6 million jobs from **2012 to 2022**, a percentage change of **10.8%**, or 1.0% annualized.
- From **2002 to 2012**, 3.1 million were added, **2.2% growth over 10 years**, 0.2% annually.

Sources: Idaho Department of Labor and, US Bureau of Labor Statistics

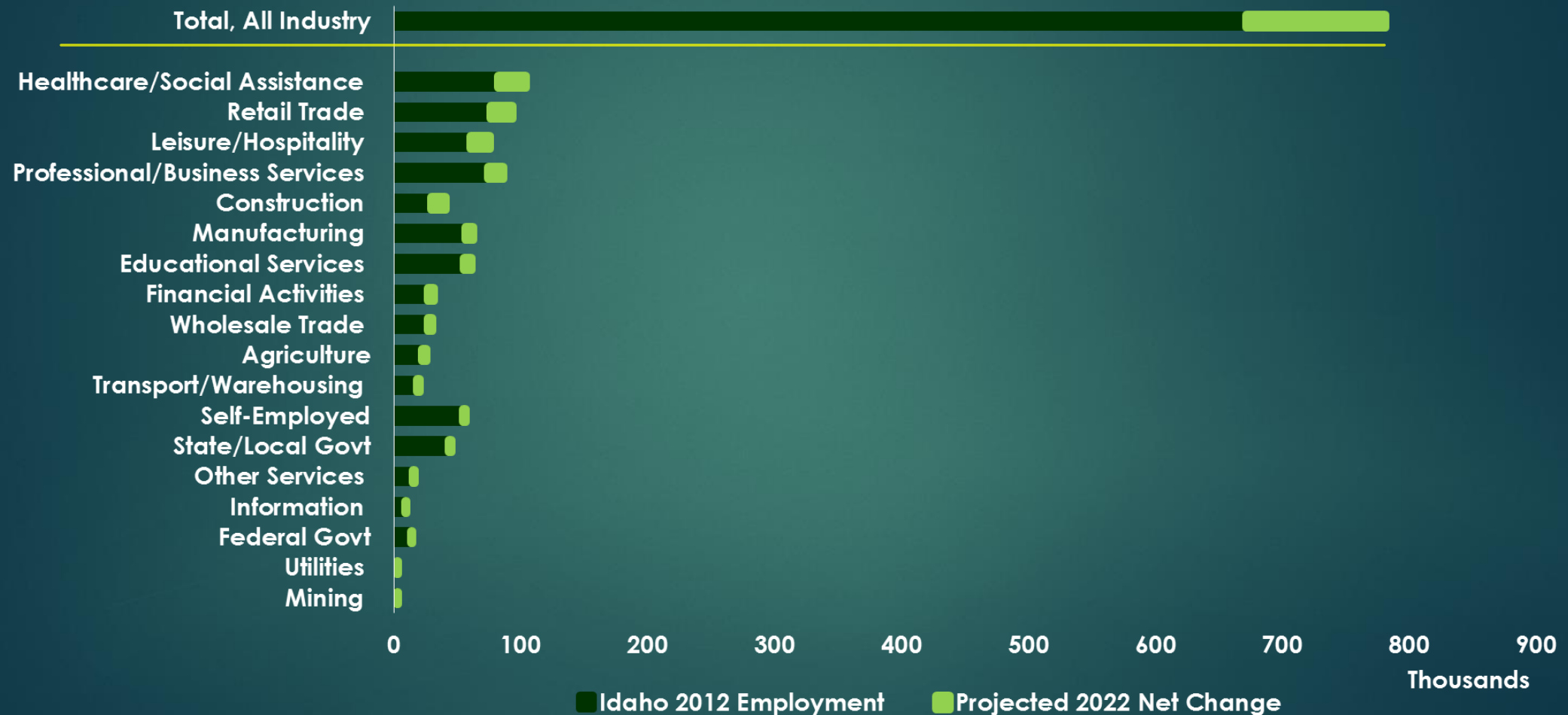
Industry Projections 2012 to 2022



Industry Job Growth: 2012-2022



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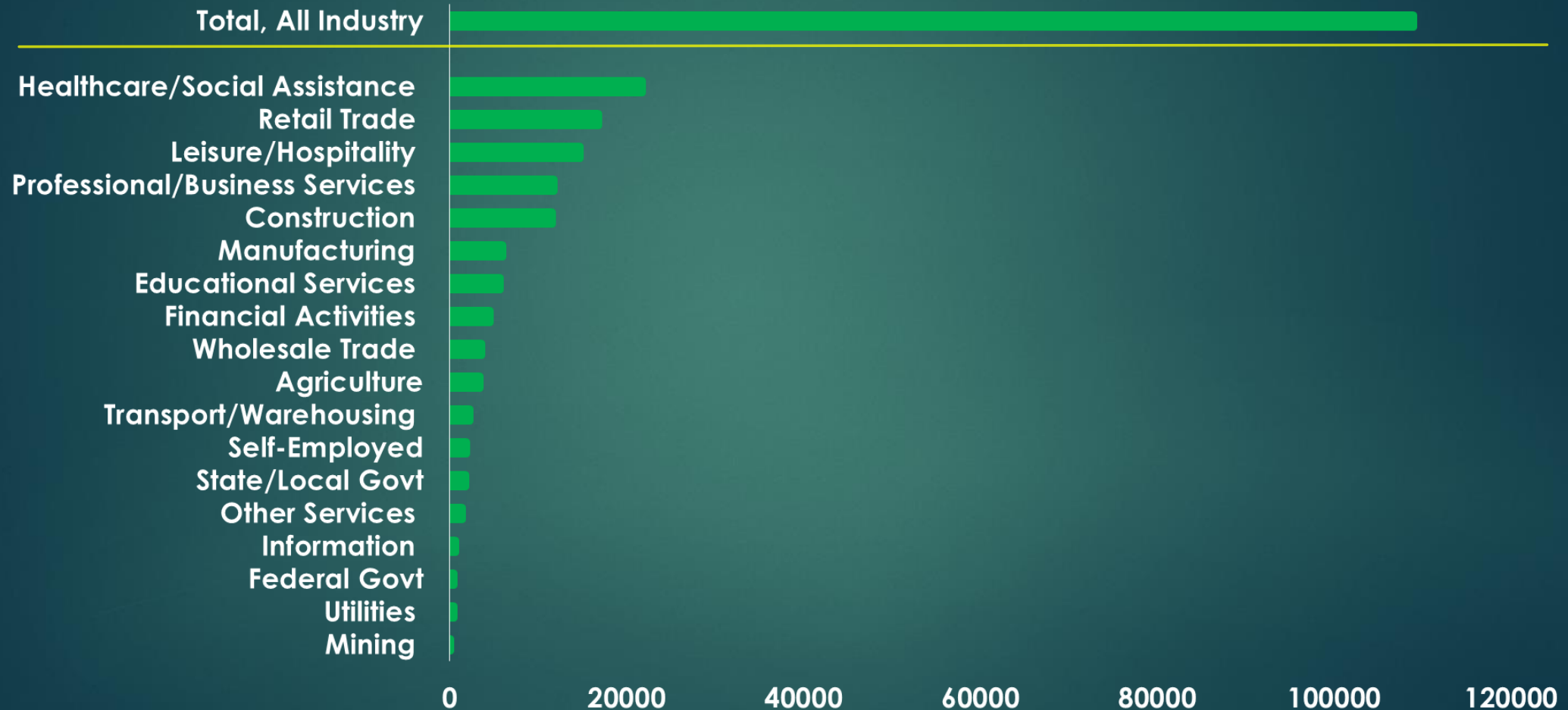
Sources: Idaho Department of Labor and US Bureau of Labor Statistics

Industry Job Growth: 2012-2022



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Projected 2022 Net Change



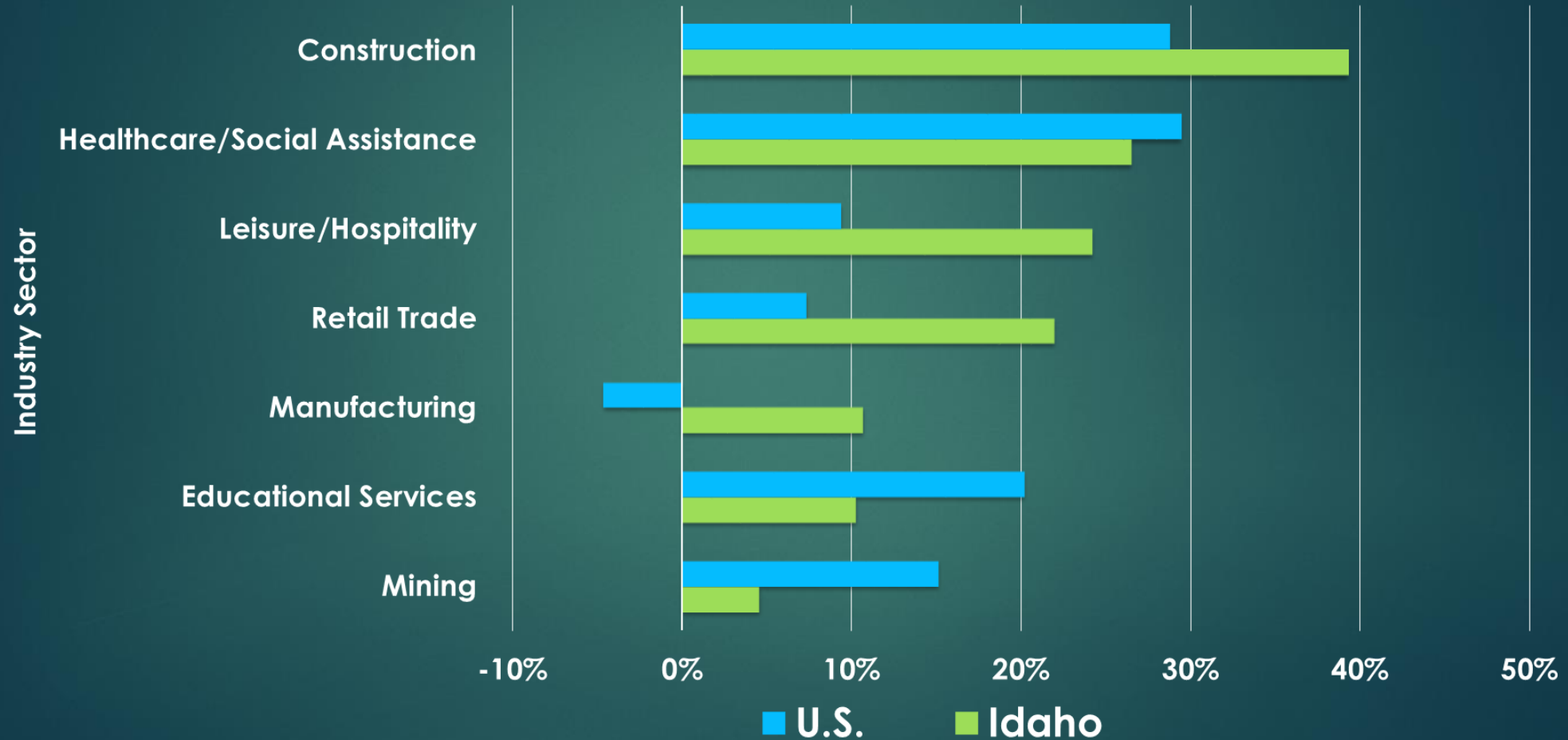
Sources: Idaho Department of Labor and US Bureau of Labor Statistics

Industry job growth: 2012-2022

Fastest growing industries



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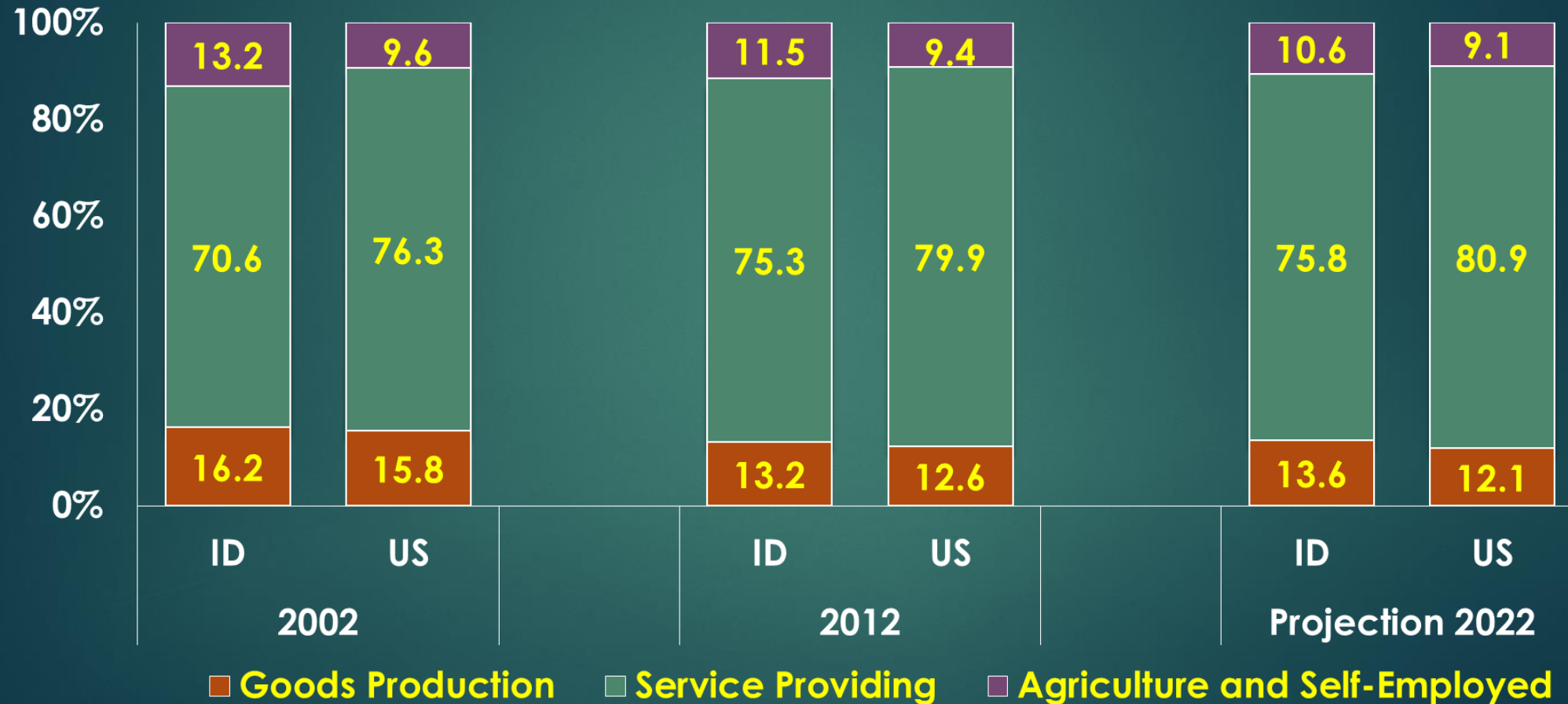
Sources: Idaho Department of Labor and US Bureau of Labor Statistics

Projected Sector Proportions:



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Employment Distribution, Idaho and Nation Compared



Sources: Idaho Department of Labor and US Bureau of Labor Statistics

Occupations 2012 to 2022





Projection of Occupations 2012 to 2022

► Analysis by Occupational Group



Idaho 2012 Level and Projected Numeric Growth by Occupation

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Ranked by Numeric Growth



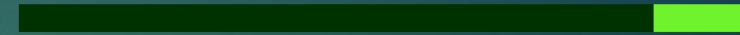
Sources: Idaho Department of Labor and US Bureau of Labor Statistics



Idaho 2012 Level and Projected Numeric Growth by Occupation (cont.)

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Total, All Occupations



Ranked by Numeric Growth



■ 2012 Employment Level ■ Numeric Change

Sources: Idaho Department of Labor and US Bureau of Labor Statistics



Projected Numeric Job Growth in Idaho 2012-2022

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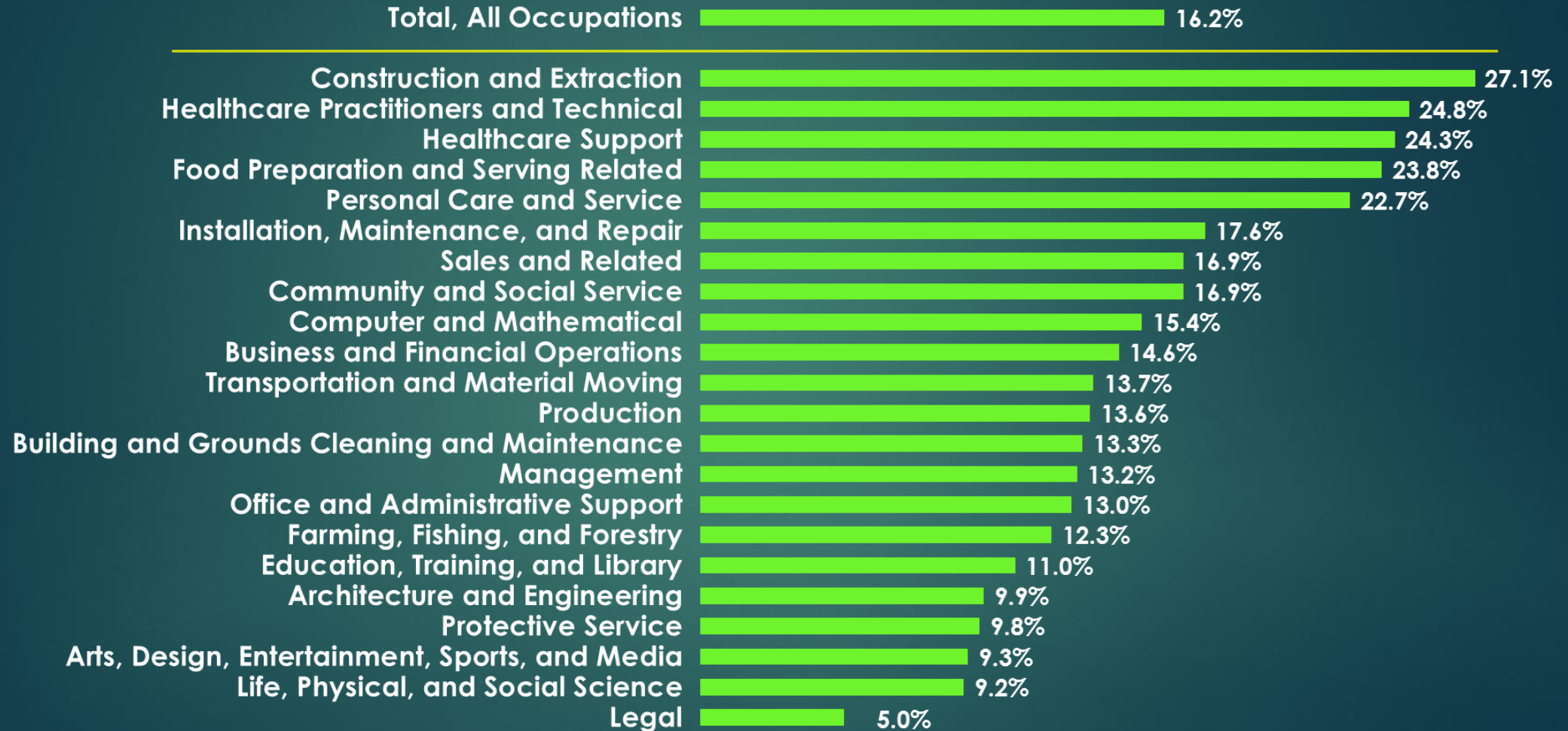


Sources: Idaho Department of Labor and US Bureau of Labor Statistics



Projection of Idaho Occupations – Percent Growth from 2012 to 2022

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Sources: Idaho Department of Labor and US Bureau of Labor Statistics

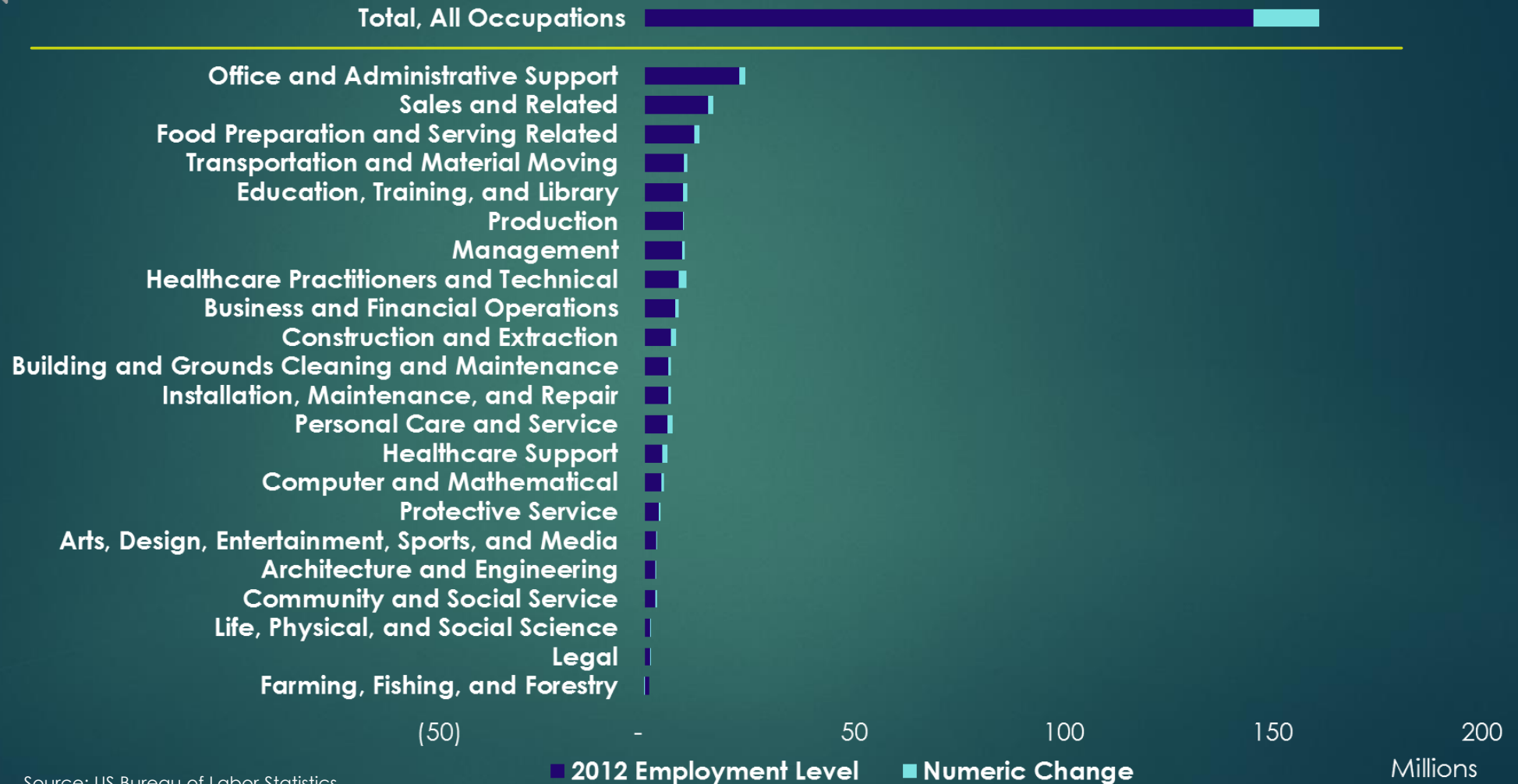


National Occupations

2012 Job Level and Projected 2022 Numeric Growth

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Ranked by Numeric Growth

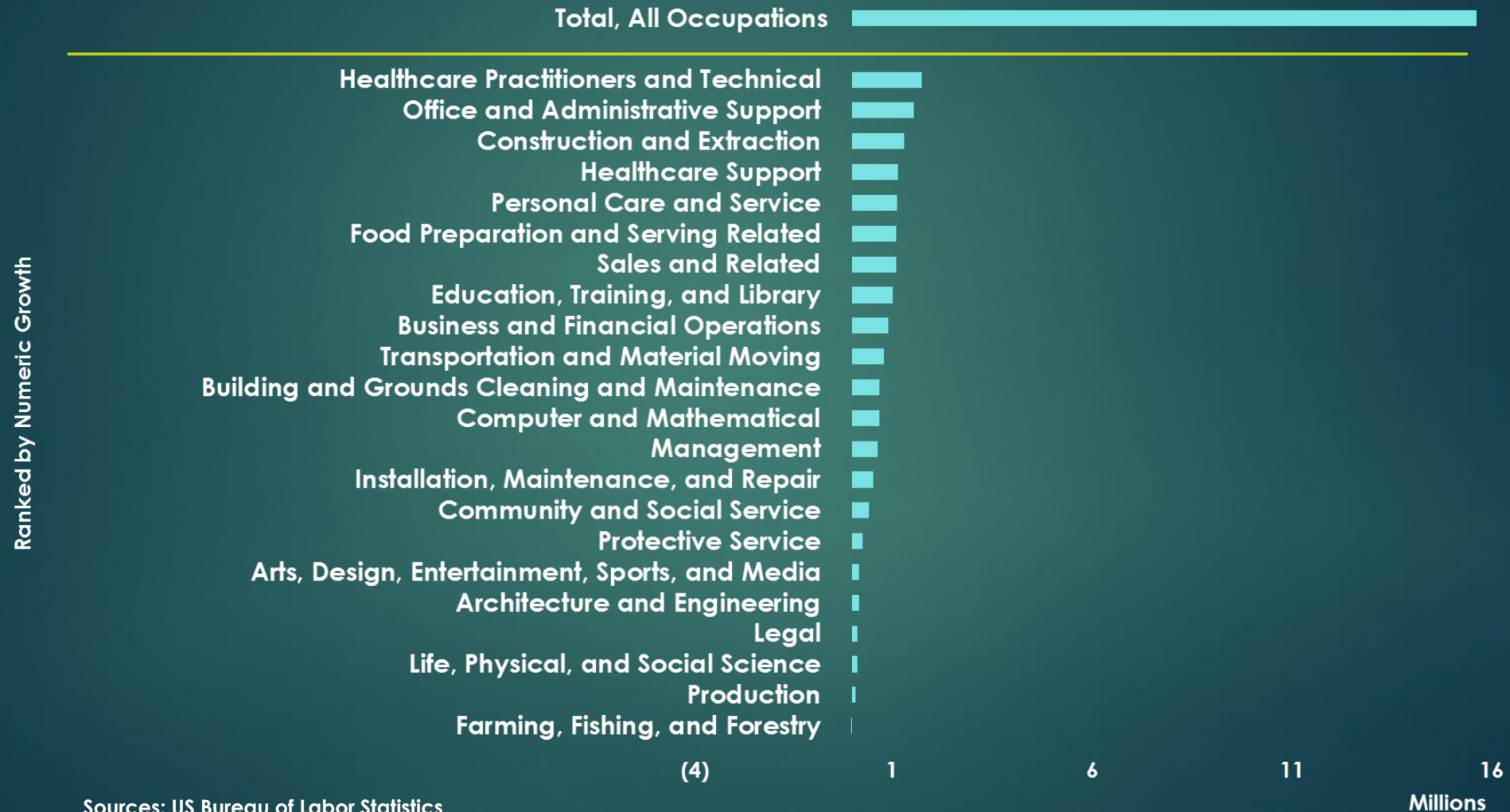




National Occupations

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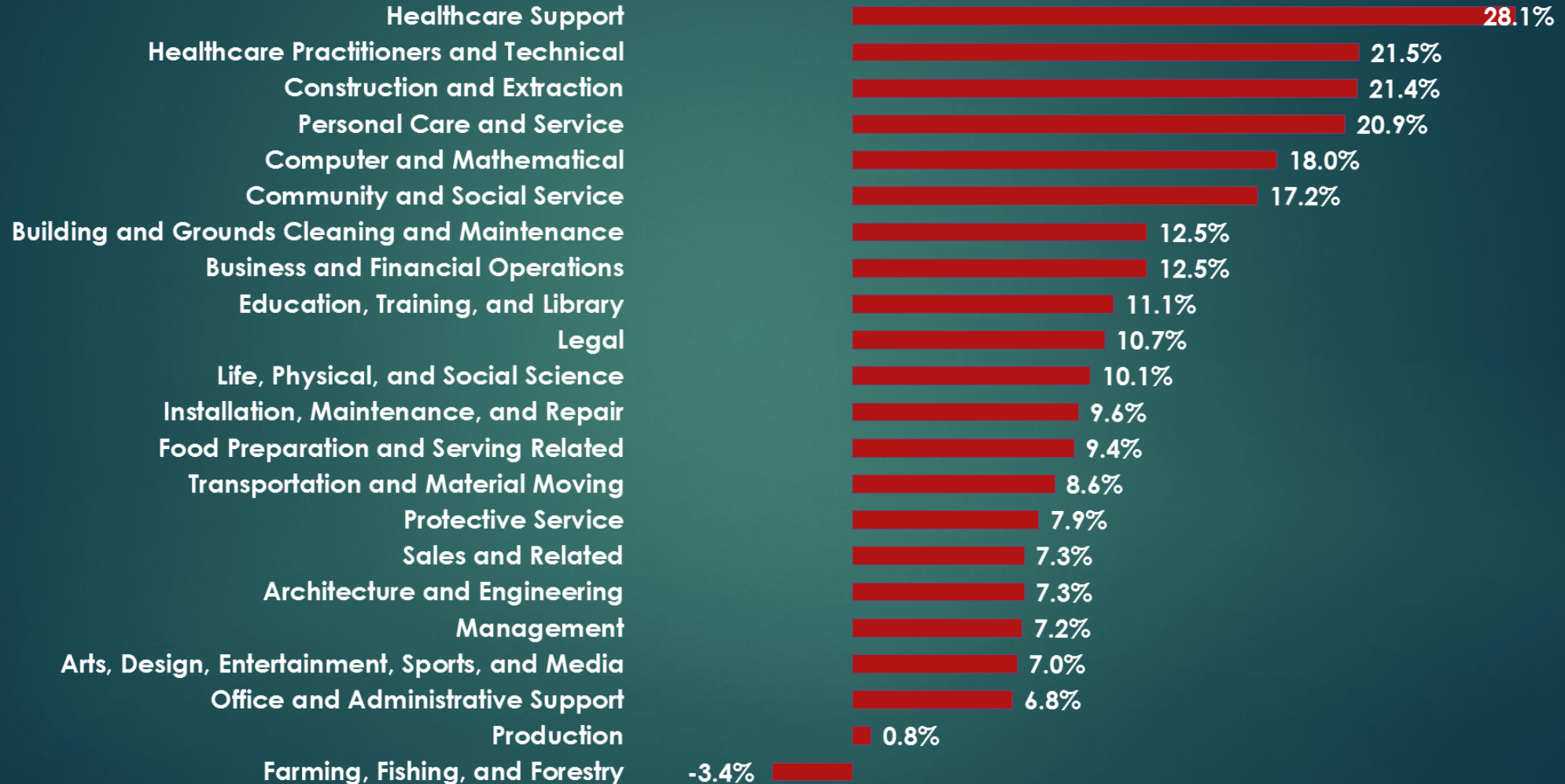
National Projected 2022 Numeric Growth per Occupation





National Occupations

Ranked by Percent Growth from 2012 to 2022

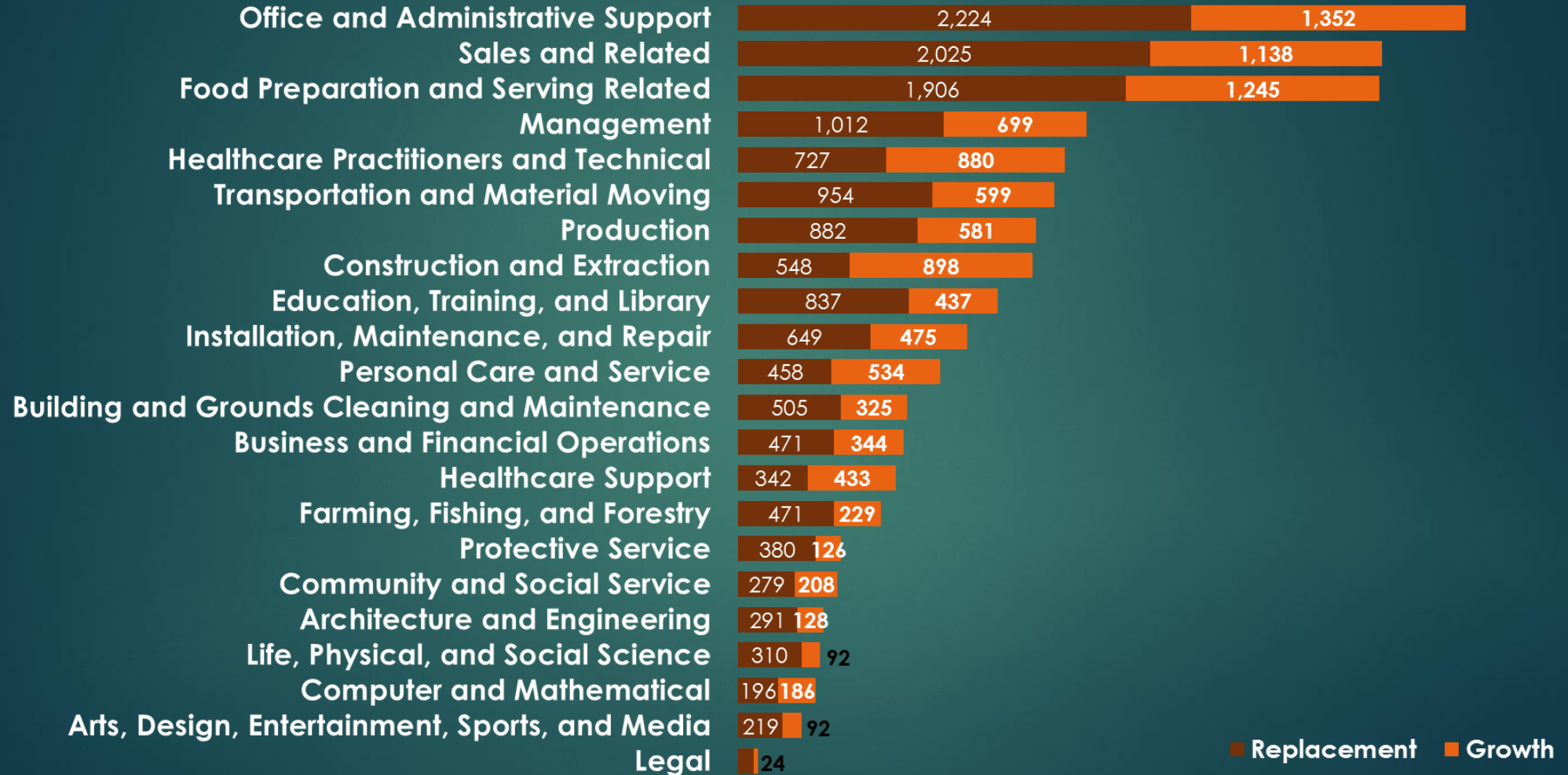


Sources: US Bureau of Labor Statistics



Projection of Idaho Occupations - 2012 to 2022

Total Projected Openings by Occupational Group



Sources: Idaho Department of Labor and US Bureau of Labor Statistics



Projection of National Occupations - 2012 to 2022

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National Projected Job Openings by Occupational Group, by thousands



Sources: US Bureau of Labor Statistics

Occupation Projections 2012 to 2022

- ▶ Analysis of sub-group occupations



Idaho's Projected Top Ten Occupations by: **Abundance** 2012 to 2022

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Rank	Occupation Titles	2022 Employment	Change	Annual Openings ¹	Percent Change	2013 Median Wage	Typical Entry Level Education ²
1	Retail Salespersons	25,582	4,289	1,157	20.14%	\$10.10	<HS
2	Customer Service Representatives	19,010	3,394	764	21.73%	\$12.21	HS
3	Cashiers	17,068	2,293	868	15.52%	\$9.02	<HS
4	Office Clerks, General	15,706	1,438	444	10.08%	\$12.84	HS
5	Registered Nurses	15,511	3,235	562	26.35%	\$28.36	A
6	Heavy and Tractor-Trailer Truck Drivers	13,880	1,662	361	13.60%	\$16.95	PVA
7	Combined Food Preparation and Serving Workers, Including Fast Food	13,077	3,215	699	32.60%	\$8.62	<HS
8	General and Operations Managers	12,999	2,031	408	18.52%	\$33.41	B
9	Waiters and Waitresses	12,163	2,164	697	21.64%	\$8.57	<HS
10	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	11,731	1,395	264	13.50%	\$13.44	HS

¹ Average annual job openings include new jobs plus replacement jobs.

² Typical Entry Level Education as determined by Bureau of Labor Statistics analysis.

* Education Key: PhD – Doctoral or professional degree; M – Master's degree; B – Bachelor's degree; A – Associate's degree; PVA – Postsecondary non-degree award;
SC – Some college, no degree; HS – High school diploma or equivalent; <HS – Less than High school.

Source: Idaho Department of Labor, Communications & Research Division.



Idaho's Projected Top Ten Occupations by: **numerical demand** 2012 to 2022

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Rank	Occupation Titles	2022 Employment	Change	Annual Openings ¹	Percent Change	2013 Median Wage	Typical Entry Level Education
1	Retail Salespersons	25,582	4,289	1,157	20.1%	\$10.10	<HS
2	Cashiers	17,068	2,293	868	15.5%	\$9.02	<HS
3	Customer Service Representatives	19,010	3,394	764	21.7%	\$12.21	HS
4	Combined Food Preparation and Serving Workers, Including Fast Food	13,077	3,215	699	32.6%	\$8.62	<HS
5	Waiters and Waitresses	12,163	2,164	697	21.6%	\$8.57	<HS
6	Registered Nurses	15,511	3,235	562	26.4%	\$28.36	A
7	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	11,586	1,473	454	14.6%	\$9.19	<HS
8	Office Clerks, General	15,706	1,438	444	10.1%	\$12.84	HS
9	General and Operations Managers	12,999	2,031	408	18.5%	\$33.41	B
10	Laborers and Freight, Stock, and Material Movers, Hand	9,953	1,386	404	16.2%	\$11.69	<HS

¹ Average annual job openings include new jobs plus replacement jobs.

* Education Key: PhD – Doctoral or professional degree; M – Master's degree; B – Bachelor's degree; A – Associate's degree; PVA – Postsecondary non-degree award; SC – Some college, no degree; HS – High school diploma or equivalent; <HS – Less than High school.

Source: Idaho Department of Labor, Communications & Research Division.



Idaho's Projected Top Ten Occupations by: Percentage Growth 2012 to 2022

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Rank	Occupation Titles	2022 Employment	Change	Annual Openings ¹	Percent Change	2013 Median Wage	Typical Entry Level Education
1	Insulation Workers, Mechanical	173	77	9	80.2%	\$17.30	HS
2	Insulation Workers, Floor, Ceiling, and Wall	253	108	13	74.5%	\$17.04	<HS
3	Mechanical Door Repairers	117	45	6	62.5%	\$13.28	HS
4	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	231	83	10	56.1%	\$15.73	<HS
5	Diagnostic Medical Sonographers	632	213	27	50.8%	\$29.85	A
5	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	128	42	5	48.8%	\$8.60	<HS
7	Orthotists and Prosthetists	59	19	2	47.5%	\$31.60	M
8	Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic	67	21	3	45.7%	\$19.05	HS
9	Drywall and Ceiling Tile Installers	986	309	37	45.6%	\$15.59	<HS
10	Stonemasons	147	45	5	44.1%	\$18.22	HS

¹ Average annual job openings include new jobs plus replacement jobs.

- Education Key: PhD – Doctoral or professional degree; M – Master's degree; B – Bachelor's degree; A – Associate's degree; PVA – Postsecondary non-degree award; SC – Some college, no degree; HS – High school diploma or equivalent; <HS – Less than High school.
- Source: Idaho Department of Labor, Communications & Research Division.



Idaho's Top Ten Occupations by: 2013 Median Wage¹

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Rank	Occupation Titles	Hourly Median Wage ¹	Annual Median Wage ¹	Average Annual Openings ²	Percent Change	Annualized Change
1	Family and General Practitioners	\$89.20	\$185,530	24	10.0%	1.0%
2	Dentists, General	\$75.03	\$156,070	22	11.6%	1.1%
3	Pediatricians, General	\$70.67	\$146,990	4	9.6%	0.9%
4	Nurse Anesthetists	\$69.91	\$145,400	10	19.7%	1.8%
5	Architectural and Engineering Managers	\$61.66	\$128,250	39	13.5%	1.3%
6	Actuaries	\$56.76	\$118,060	2	29.0%	2.6%
7	Pharmacists	\$53.82	\$111,940	75	32.4%	2.8%
8	Judges, Magistrate Judges, and Magistrates	\$53.14	\$110,530	3	4.1%	0.4%
9	Chemical Engineers	\$52.98	\$110,190	3	11.7%	1.1%
10	Chief Executives	\$51.43	\$106,980	25	8.7%	0.8%

¹ Median wage as defined by the 2013 annual wage from the Bureau of Labor Statistics Occupational Employment Statistics Program

² Average annual job openings include new jobs plus replacement jobs.

* Education Key: PhD – Doctoral or professional degree; M – Master's degree; B – Bachelor's degree; A – Associate's degree; PVA – Postsecondary non-degree award; SC – Some college, no degree; HS – High school diploma or equivalent; <HS – Less than High school.

Source: Idaho Department of Labor, Communications & Research Division.



Idaho's Projected Top Ten **Hot Jobs**¹: 2012 to 2022

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Rank	Occupation Titles	2022 Employment	Annual Openings ²	Percent Change	2013 Median Wage	Typical Entry Level Education
1	Pharmacists	1,763	75	32.4%	\$53.82	Doctoral
2	Registered Nurses	15,511	562	26.4%	\$28.36	A
3	Physical Therapists	1,502	64	31.5%	\$37.43	Doctoral
4	Software Developers, Applications	2,117	60	22.2%	\$33.62	B
5	Physician Assistants	899	34	33.0%	\$42.38	M
6	Industrial Machinery Mechanics	2,336	107	30.6%	\$22.39	HS
7	Electricians	3,746	139	29.1%	\$21.21	HS
8	Dental Hygienists	1,357	53	21.6%	\$35.02	A
9	Market Research Analysts and Marketing Specialists	1,959	67	31.9%	\$24.31	B
10	Nurse Practitioners	723	28	30.0%	\$42.71	M

¹Hot Jobs: Jobs that on average rank high in three major criteria — the abundance of jobs in the economy, jobs that are growing the fastest and jobs with the highest pay.

²Average annual job openings include new jobs plus replacement jobs.

* Education Key: PhD – Doctoral or professional degree; M – Master's degree; B – Bachelor's degree; A – Associate's degree; PVA – Postsecondary non-degree award; SC – Some college, no degree; HS – High school diploma or equivalent; <HS – Less than High school.

Source: Idaho Department of Labor, Communications & Research Division.



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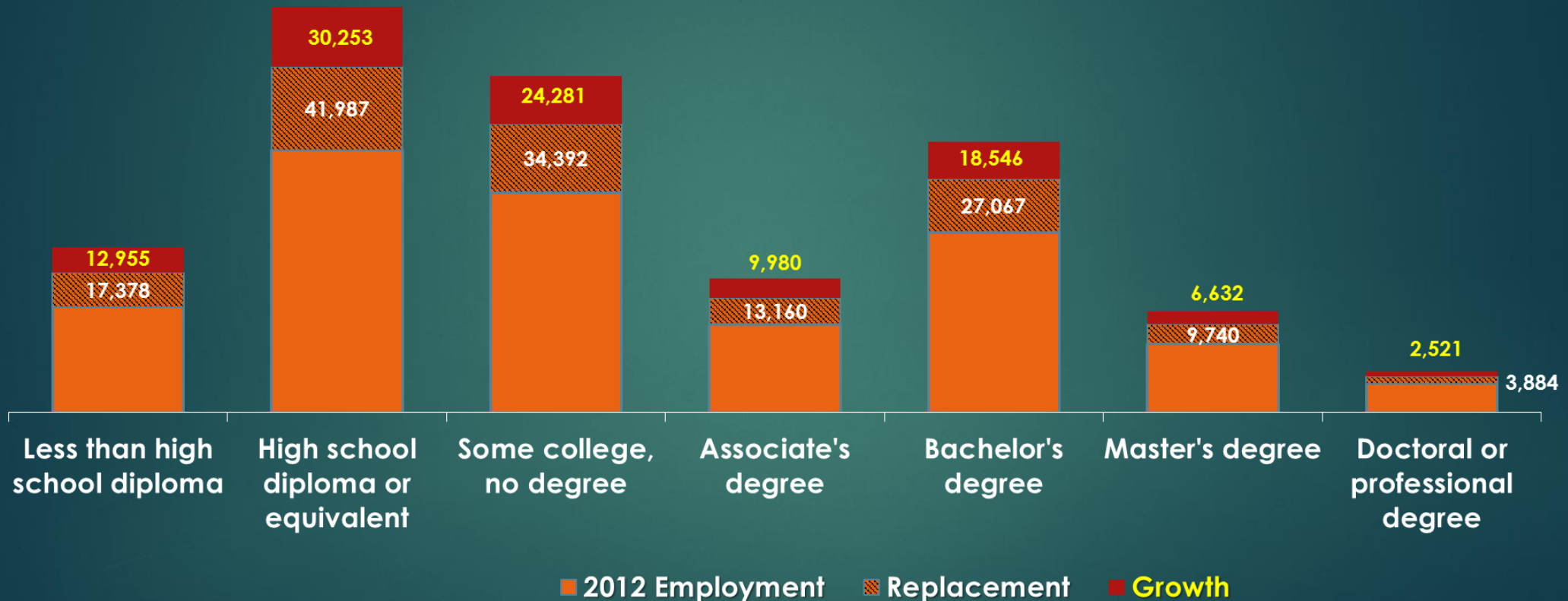
Education Attainment 2012 to 2022



Educational Attainment, Growth and Replacement: 2012-2022

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Idaho Distribution of Openings by Educational Attainment



* Educational attainment as defined by the education of workers in occupations that are 25 years or older.
Source: American Community Survey, Bureau of Labor Statistics, Idaho Department of Labor

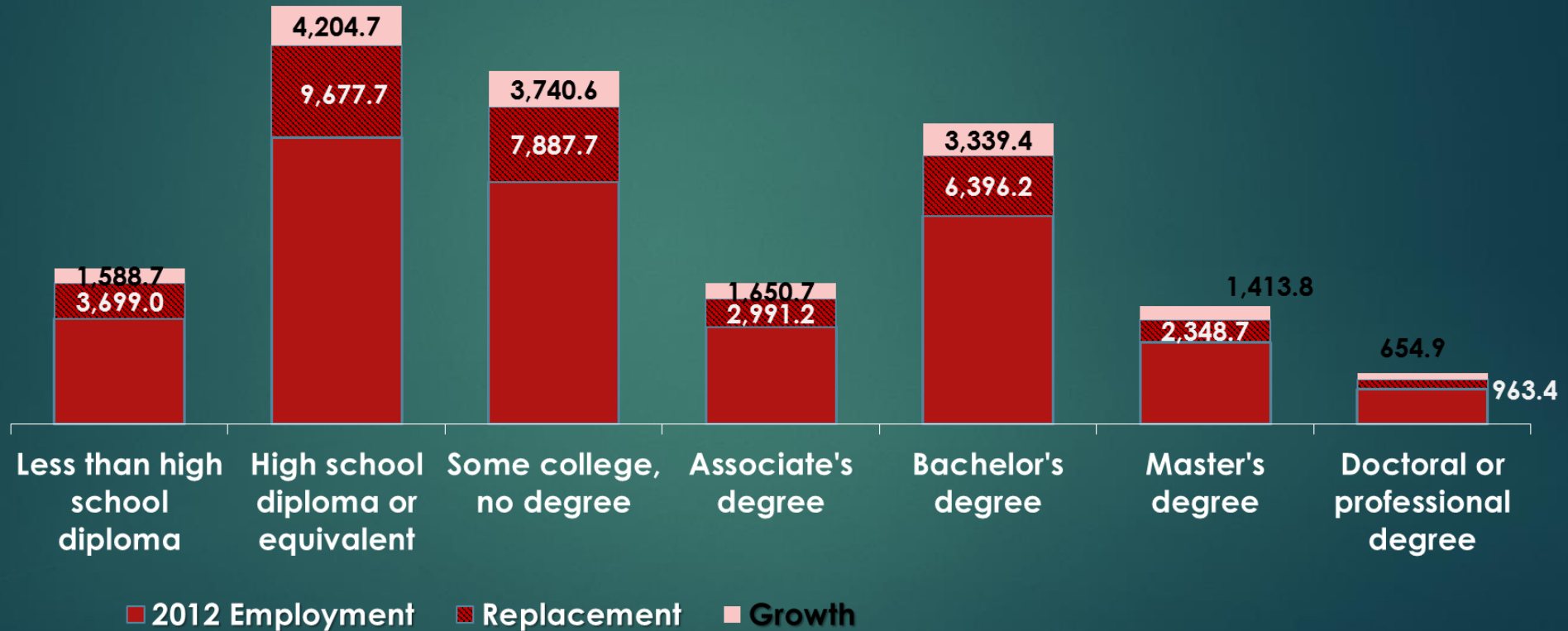


Educational Attainment, Growth and Replacement: 2012-2022

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National Distribution of Openings by Educational Attainment

Nation Openings (Numbers in thousands), 2012-22

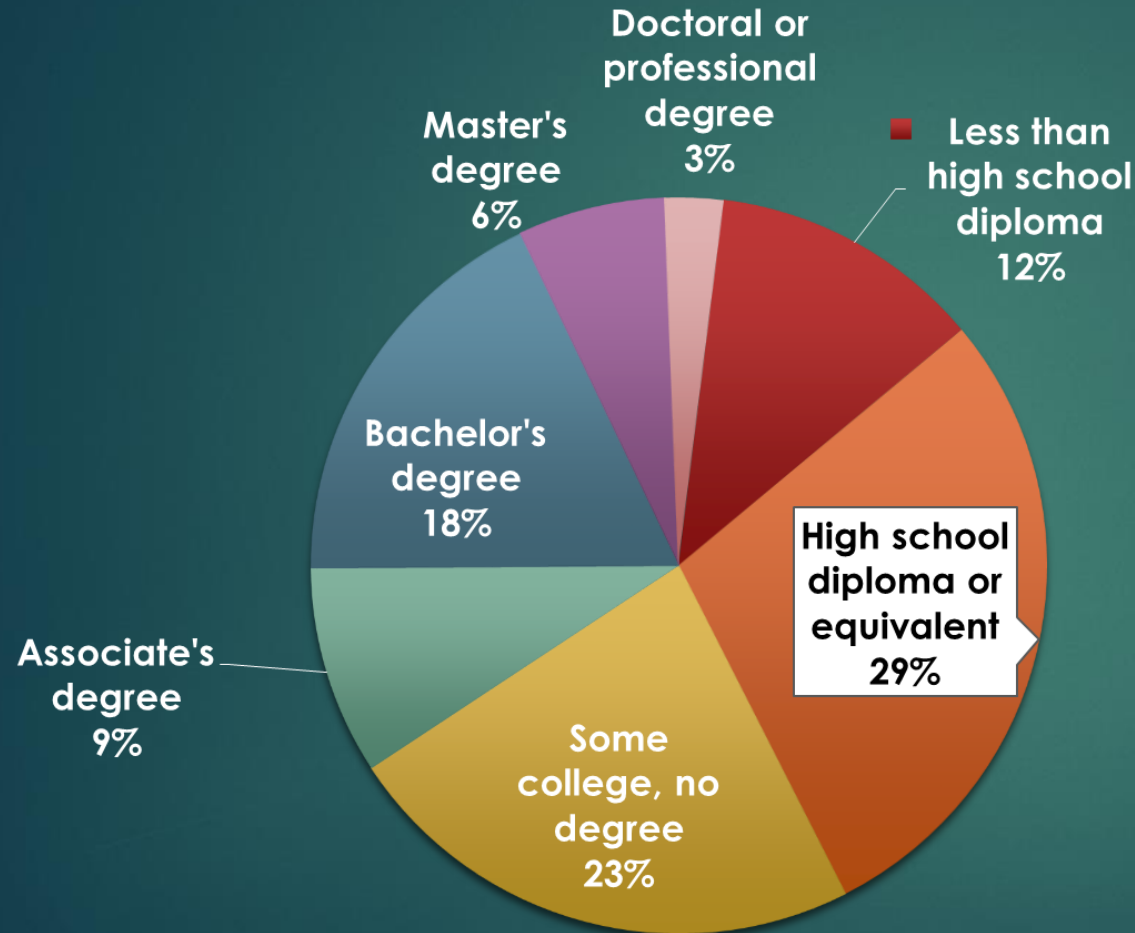


*Educational attainment is defined by the education of workers in occupations that are 25 years or older.
Source: American Community Survey, Bureau of Labor Statistics, Idaho Department of Labor



Share of Idaho Projected Competitive Education Level: 2012-2022

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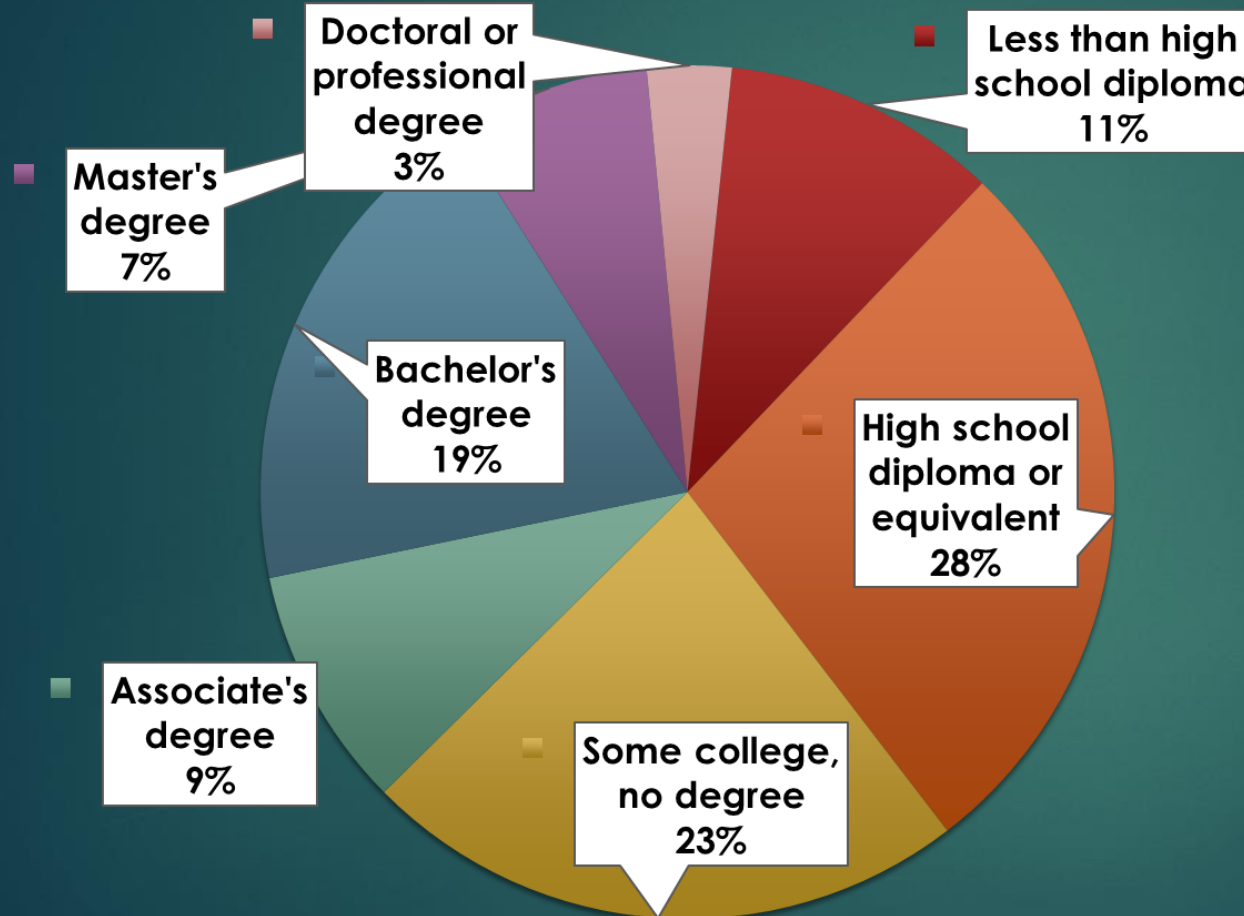


- By 2022, projections show that 59% workers 25 years and older, will have a greater than high school education.
- 36% will have a Bachelor's or higher.
- 41% will have a high school diploma or less.

Educational attainment defined by the education of workers in occupations that are 25 years or older.
Source: American Community Survey, Bureau of Labor Statistics, Idaho Department of Labor.



Share of **US** Projected Competitive Education Level: 2012-2022

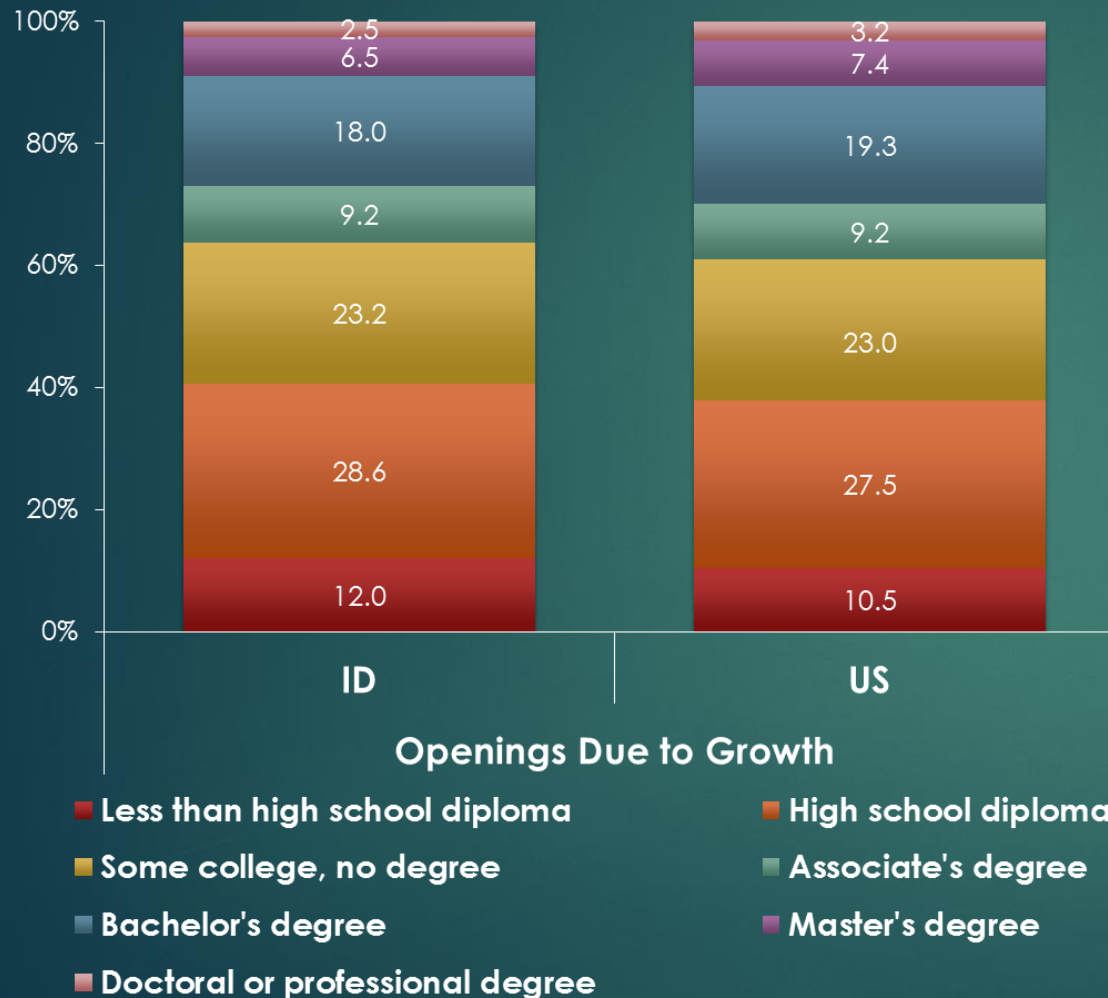


- Nationwide, projections indicate 61% of workers 25 years and older, will have greater than a high school education.
- 38% will have a Bachelor's or higher.
- 39% will have a high school diploma or less.

Educational attainment defined by the education of workers in occupations that are 25 years or older.
Source: American Community Survey, Bureau of Labor Statistics, Idaho Department of Labor.



Share of Projected Openings by Education Level: 2012-2022



- Idaho:

- 27% Bachelor's or greater.
- 32% Greater than high-school up to Associates.
- 41% High School or less.

- Nationwide

- 30% Bachelor's or greater.
- 32% greater than high-school up to Associates.
- 38% High School or less.

Educational attainment as defined by the education of workers in occupations that are 25 years or older.
Source: American Community Survey, Bureau of Labor Statistics, Idaho Department of Labor.

Summary: Industry

- ▶ Idaho Industry Jobs Projections 2012 to 2022:
 - ▶ Increase 109,000 (16%) over ten years
 - ▶ 18,000 (20%) more jobs in goods producing (excluding agriculture)
 - ▶ Rebound of the industry contributes to 12,000 (39%) increase for construction
 - ▶ Service Sector jobs growth of 86,000 (17%)
 - ▶ Health care and social assistance adds 22,000 (27%) jobs

Summary: Occupations

- ▶ **Idaho Occupation Projections:**
 - ▶ 109,000 net growth of total for all Occupations
 - ▶ Over 30% of net growth will fill Office and Administrative Support, Food Preparation and Serving Related, and Sales and Related occupations.
 - ▶ Projected growth is fastest for construction and extraction occupations, adding 9,000 or 27 percent over ten years.
 - ▶ Healthcare Practitioners and Technical growth of 8,800 jobs, 25 percent and projected to be second fastest.

Methodology

Projection Model Exclusions:

- Business cycle
- Dynamic pace of technological or other innovation
- Economic bubbles
- Crises
- Uncertainty natural to political economies

Funding and Administration:

- The Idaho of Department of Labor develops and published projection of Idaho's labor market with resource and guidance provided by the US Department of Labor, Employment Training Agency.
- Allows for comparability of Idaho data with that of other states and the nation.

Methodology:

► Data

- Historical and current industry employment from Quarterly Census of Employment and Wages
- National and state economic variables

► Method

- Ordinary Least Square regression models of each industry of sufficient size.
- Shift-Share and time-series for industries that are too small for regression viability, or when statistically sound model is not possible.

► Analytical judgment:

- Adjustment of rates or ratios derived from national data base on local factors or conditions
- Search and selection of locally relevant data
- Selecting the most appropriate projections model based on economic assumptions
- Strict mechanical approaches to projections will not achieve the highest level of accuracy.



Methodology - Occupations

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► Data

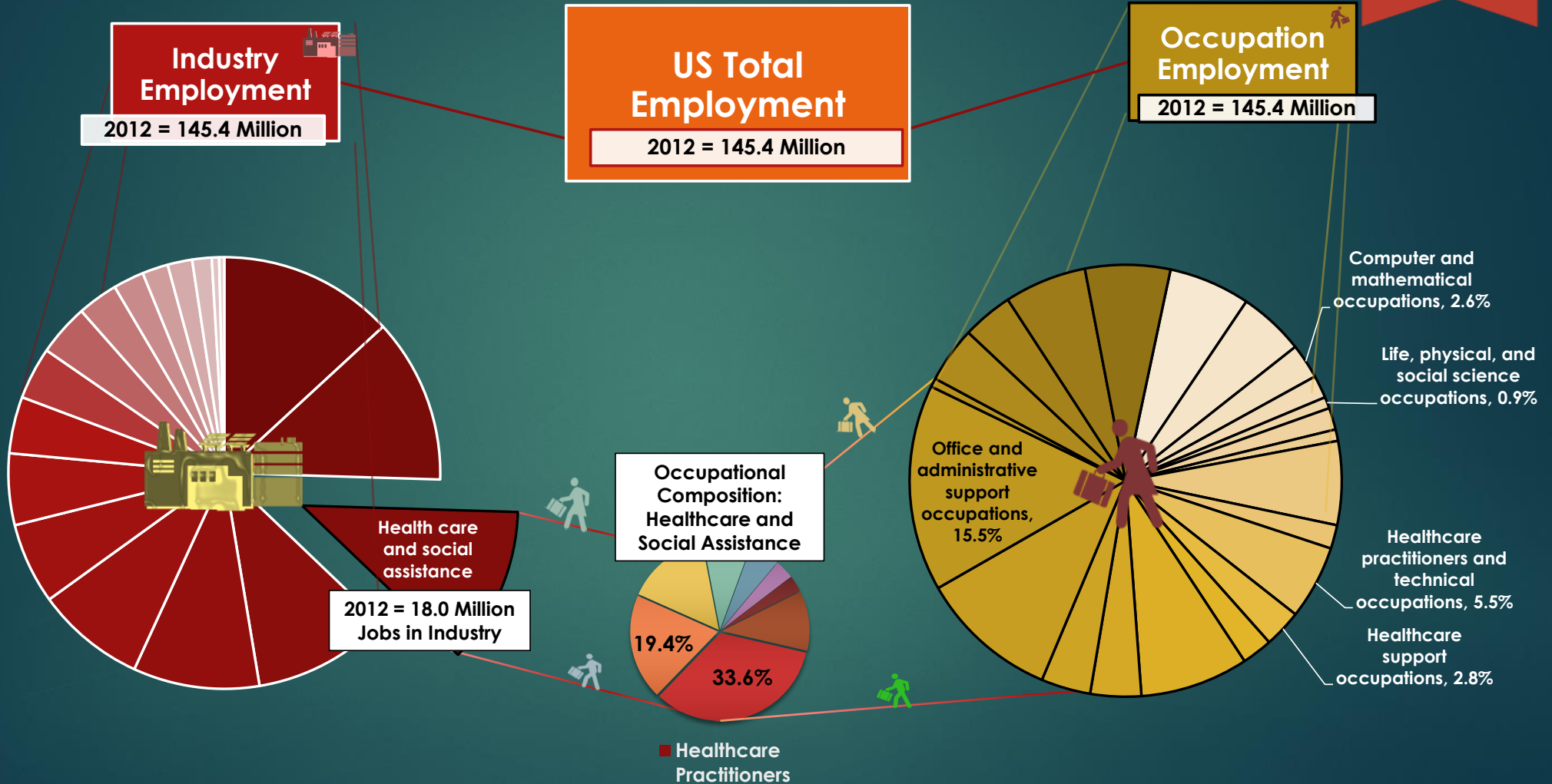
- **Completed Industry Projections for relevant time period.**
- **Staffing pattern for Idaho industries developed from the Occupational Employment Statistics Program (OES).**
 - OES is a program funded and directed by the Bureau of Labor Statistics, and the Idaho Department of Labor
 - *A direct survey conducted by dedicated staff at the Idaho Department of Labor.*
 - *Provides annual analysis and information obtained directly from Idaho employers.*

► Method

- **Staffing pattern applied to industry projections to derive occupational projections.**

Industry and Occupation Jobs

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SUBJECT

Idaho Public Education System Performance Measure Reporting

REFERENCE

June 2013	The Board approved the institutions updated strategic plans, including performance measures for the next four years.
October 2013	Board reviewed performance measures for the period from FY 2014 – FY 2018.
June 2013	The Board approved the institutions updated strategic plans, including performance measures for the next four years.
October 2013	Board reviewed performance measures for the period from FY 2015 – FY 2019.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.M,
Section 67-1901 through 1905, Idaho Code

BACKGROUND/DISCUSSION

The performance measure data are presented to provide a general overview of the progress the state public education system is making toward the Board's strategic plan goals as well as the agencies and institutions strategic plan goals. This presentation is meant to demonstrate the overall cumulative progress being made toward the Board's goals and objectives as well as the institutions specific goals and objectives.

During the October 2011 Board meeting the Board requested the institutions strategic plans contain six performance measures that are consistent across the public postsecondary educational system. The six system-wide performance measures look at:

- Remediation
- Retention
- Dual Credit Participation
- Certificates and Degrees Conferred
- Cost Per Credit Hour
- Certificates and Degree Completions

IMPACT

The data included in this presentation will be used by the Board, institutions, and agencies to direct their future strategic planning efforts.

ATTACHMENTS

Attachment 1 – State Board of Education Strategic Plan	Page 5
Attachment 2 – State Board of Education Performance Measure Data	Page 11

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Institution and Agency Reports

Attachment 3 – Division of Professional-Technical Education	Page 16
Attachment 4 – Eastern Idaho Technical College	Page 20
Attachment 5 – College of Southern Idaho	Page 23
Attachment 6 – College of Western Idaho	Page 31
Attachment 7 – North Idaho College	Page 41
Attachment 8 – University of Idaho	Page 46
Attachment 9 – Boise State University	Page 52
Attachment 10 – Idaho State University	Page 59
Attachment 11 – Lewis-Clark State College	Page 69
Attachment 12 – Idaho Public Television	Page 75
Attachment 13 – Idaho Division of Vocational Rehabilitation	Page 79
Attachment 14 – Public Schools	Page 83

Special and Health Programs

Attachment 15 – Agricultural Research and Extension Service	Page 86
Attachment 16 – Family Medical Residency (Boise)	Page 89
Attachment 17 – Forest Utilization Research	Page 92
Attachment 18 – Idaho Dental Education Program	Page 100
Attachment 19 – Idaho Geological Survey	Page 103
Attachment 20 – Idaho Museum of Natural History	Page 104
Attachment 21 – ISU Family Medical Residency	Page 111
Attachment 22 – Small Business Development Center	Page 114
Attachment 23 – TechHelp	Page 117
Attachment 24 – Washington-Idaho Veterinary Medicine	Page 121
Attachment 25 – WWAMI	Page 128

Research Specific Reports

Attachment 26 – Research Activity Report – FY13	Page 133
Attachment 27 – Research Strategic Plan Performance Measures	Page 137

STAFF COMMENTS AND RECOMMENDATIONS

The Board approved the institution and agencies strategic plans at the June Board meeting; the strategic plans include performance measures and benchmarks. In September of each year the Board and the institutions and agencies are required to select performance measures from their strategic plans and submit them to the Division of Financial Management (DFM). DFM then provides the report to the Governor and the legislature as well as posting them on their website. The performance measures provided in the attached Performance Measure Reports are performance measures approved by the Board when the Board approved the agencies and institutions strategic plans, the reports include the six (6) system-wide measures and additional measures selected out of the strategic plans by the institutions.

This year's presentation will focus on the six (6) system-wide performance measures as well as selected performance measures from the educational

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pipeline out of the Board's strategic plan. The measures selected out of the Board's strategic plan were selected to get a view points in the education pipeline that are identified as critical points that students leave the pipeline. The presentation is formatted to allow for discussion specific to the individual institutions as well as the system as a whole following each performance measure. The data on all of the performance measures included in the Board's strategic plan are included as Attachment 2. Following the presentation time has been allotted for Board members to discuss and give direction regarding any changes the Board would like to see in either the institution and agencies performance measures or the Board's strategic plan and performance measures. The Board's strategic plan will be updated and brought back to the Board for approval at the December Board meeting.

Over the past year Board staff has worked with institution staff to better define the six (6) system wide performance measures to assure each institution was reporting the data consistently. The efficiency measures are slightly different than similar measures reported to the Integrated Postsecondary Education Data System (IPEDS). The Board has requested in the past that some measures also be benchmarked to the institutions Board approved peers. To this end the efficiency measures will be presented to the Board as agreed to by the institutions as well how they are defined in IPEDS. The IPEDS measures will be presented in comparison to the institutions peers.

BOARD ACTION

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

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IDAHO STATE BOARD OF EDUCATION
CY2014-2018
FY2015-2019
Strategic Plan

An Idaho Education: High Potential – High Achievement



VISION

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

MISSION

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

AUTHORITY AND SCOPE:

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

State Board of Education Governed Agencies and Institutions:

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

GOAL 1: A WELL EDUCATED CITIZENRY

The educational system will provide opportunities for individual advancement.

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

Performance Measures:

- Annual number of state funded scholarships awarded and total dollar amount.
Benchmark: 20,000, \$16M
- Amount of need-based aid per student.
Benchmark: undergraduate FTE WICHE Average
- Postsecondary student enrollment by race/ethnicity/gender as compared against population.
Benchmark: 85,000 students for White & White, non-Hispanic; 30,000 students for all other race/ethnicities.
- Percentage of Idaho graduates (secondary) meeting placement test college readiness benchmarks.
Benchmark: SAT – 60% by 2017
ACT – 60% by 2017

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

Performance Measures:

- Percent of high school students enrolled and number of credits earned in Dual Credit (tied to HS enrollment, based on trend):
 - Dual credit
Benchmark: 25% students per year
Benchmark: 75,000 credits per year
 - Tech prep
Benchmark: 27% students per year enrolled.
- Percent of high school students taking Advanced Placement (AP) exams and number of exams taken each year.
Benchmark: 10% students per year
Benchmark: 10,000 exams taken per year
- High School Graduation rate as defined in the Accountability Workbook.
Benchmark: 95%
- Percent of high school graduates who enroll in postsecondary institution within 12 months of graduation
Benchmark: 80%
- Percentage of new full-time students returning (or graduated) for second year in an Idaho public institution.
2-year Institution Benchmark: 75%
4-year Institution Benchmark: 85%

- Percent of Idahoans (ages 25-34) who have a college degree or certificate requiring one academic year or more of study.
Benchmark: 60% by 2020
Benchmark: 26% with a Baccalaureate degree by 2020
Benchmark: 8% with a graduate level degree by 2020
- Postsecondary unduplicated awards (certificate of one academic year or more) as a percentage of total student headcount
Benchmark: 20% for 2-year institutions, 20% for 4-year institutions

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

Performance Measures:

- Number of integrated training and or reintegrated training programs in the technical colleges.
Benchmark: 10
- Number of adults enrolled in upgrade and customized training (including statewide fire and emergency services training programs).
Benchmark: 45,000

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

Performance Measures:

- Ratio of STEM to non-STEM baccalaureate degrees conferred in STEM fields (CCA/IPEDS Definition of STEM fields).
Benchmark: 1:4
- Percentage of students participating in internships.
Benchmark: 30%
- Percentage of students participating in undergraduate research.
Benchmark: 30%
- Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education programs.
Benchmark: 8 graduates at any one time
- Percentage of Boise Family Medicine Residency graduates practicing in Idaho.
Benchmark: 60%
- Percentage of Psychiatry Residency Program graduates practicing in Idaho.
Benchmark: 50%

GOAL 2: CRITICAL THINKING AND INNOVATION

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

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

Performance Measures:

- Institution expenditures from competitive Federally funded grants
Benchmark: \$112M
- Institution expenditures from competitive industry funded grants
Benchmark: \$7.2M
- Number of sponsored projects involving the private sector.
Benchmark: 10% increase
- Total amount of research expenditures
Benchmark: 20% increase
- Percent of students meeting college readiness benchmark on SAT in Mathematics.
Benchmark: 42.2%

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

Performance Measures:

- Percent of student meeting proficient or advance placement on the Idaho Standards Achievement Test, broken out by subject area.
Benchmark: 100% for both 5th and 10th Grade students, broken out by subject area (Reading, Language Arts, Mathematics, Science)
- Average composite college placement score of graduating secondary students.
Benchmark: ACT - 24.0
SAT – 1500 (average score of 500 on each exam)
- Percent of elementary and secondary schools rated as four star schools or above.
Benchmark: 100%
- Percentage of first-time students from public institution teacher training programs that pass the Praxis II.
Benchmark: 90%

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

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

Performance Measures:

- Cost per successfully completed weighted student credit hour
Benchmark: 2-year – less than or equal to \$185
Benchmark: 4-year – less than or equal to \$165
- Average net cost to attend public 4 year institution.
Benchmark: 90% of peers (using IPEDS calculation)
- Average number of credits earned at completion of a degree program.
Benchmark: Associates – 70 credits or less

Transfer Students: 70 credits or less

Benchmark: Bachelors – 130 credits or less

Transfer Student: 130 credits or less

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

Benchmark: 2 year – less than 55%

Benchmark: 4 year – less than 20%

- Institutional reserves comparable to best practice.

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

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

Performance Measures:

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

Benchmark: Completed by 2015.

Phase Two completed by June 30, 2013

Phase Three completed by June 30, 2014

Phase Four completed by June 30, 2015

Key External Factors

Legislation/Rules:

Beyond funding considerations, many education policies are embedded in state statute or rule. 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. As applicable the State Board of Education uses a process that includes broad stakeholder input and negotiations to that lead to a product that has the broadest support. In addition to this process the legislature has the option of amending legislation put forward by the Board or introducing their own legislation that at times does not have Board input.

School Boards:

The Board of Education establishes rules and standards for all Idaho public K-12 education, but Idaho provides for "local control of school districts." Elected school boards have wide discretion in hiring teachers and staff, school construction and maintenance, and the daily operations of the public schools. This can impact the implementation of Board initiatives as well as the consistency of application of rules and standards.

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Federal Government:

A great deal of educational 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.

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Goal/Objective	Performance Measure	2018 Benchmark	Benchmark Perspective	Performance for School Year Ending in Spring (i.e., Academic Year):						
				2008	2009	2010	2011	2012	2013	2014
Goal 1: A Well Educated Citizenry										
Goal 1, Objective A: Access.	Annual number of state-funded scholarships awarded.	20,000	9,122 scholarships more than 2009; an 84% increase \$8.0M more scholarship dollars than 2009, which is double the	9,089	10,878	10,956	7,904	7,740	8,219	7,860
	Annual total dollar amount of state-funded scholarships awarded.	\$16,000,000	dollar amount	\$8,816,132	\$9,610,456	\$7,439,092	\$5,934,857	\$7,627,099	\$6,992,527	\$6,187,700
	Amount of need-based aid per undergraduate student.	\$489	WICHE Average	\$51	\$46	\$31	\$22	\$28		
	Postsecondary student enrollment by race/ethnicity/gender as compared against population.									
	Total Postsecondary student enrollment by race/ethnicity for White/White, non-Hispanic.	85,000		67,927	66,862	75,634	77,267	78,273	77,752	
	Total Postsecondary student enrollment by race/ethnicity for all other race/ethnicities.	30,000		17,968	22,448	22,221	25,385	25,541	25,806	
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmark on SAT Reading Test	60%				68.4%	66.6%	69.7%	34.2%	34.0%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmark on SAT Writing Test	60%				57.7%	56.3%	60.7%	31.9%	30.0%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmarks on ACT Reading Test	60%				60.0%	59.0%	59.0%	54.0%	55.0%
	Percent of Idaho (High School) graduates meeting placement test college readiness benchmarks on ACT English Test	60%				72.0%	72.0%	72.0%	74.0%	75.0%
Goal 1, Objective B: Higher Level of Educational Attainment	Percent of high school students enrolled in dual credit courses.	25.0%	Tied to HS enrollment & based on trend.	8.5%	10.1%	12.2%	13.3%	15.8%	18.4%	20.3%
	Number of credits earned in dual credit courses.	75,000	Tied to HS enrollment & based on trend.	30,565	35,862	43,131	46,134	54,465	62,248	68,944
	Percent of high school students enrolled in tech prep courses.	27.0%		15.6%	21.1%	22.9%	26.3%	24.3%	24.2%	20.0%
	Percent of students taking AP exams.	10.0%		6.3%	7.0%	7.7%	8.2%	8.8%	8.9%	
	Number of AP exams.	10,000	which is 2,160 more AP Exams than in 2009; a 32% increase	6,319	6,840	7,897	8,584	9,193	9,149	

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	High School graduation rate as defined in the Accountability Workbook.	95.00%	which is 0.30% above 2008	88.29%	89.70%	91.69%	92.40%	93.30%	84.10%
	Percent of Idaho Public high school graduates who enrolled in a postsecondary institution within 12 months of graduation from an Idaho high school.	80.00%	which is 14.30% above 2006				49.00%	54.00%	51.00%
	Percentage of full-time first-year freshmen at 4-Year Institutions returning for second year.	85.00%	which is 4.60% above than 2008	64%	60%	64%	66%	67%	65%
	Percentage of full-time first-year freshmen at 2-year Institutions returning for second year.	75.00%	which is 3.80% above 2008	49%	50%	57%	52%	58%	54%
	Percent of Idahoans (ages 25 to 34) who have a college degree or certificate of at least 1 year.	60% by 2020	which is 7.20% more than 2008	34.10%	31.44%	31.18%	34.97%	42.00%	
	Percent of Idahoans (ages 25 to 34) who have a Baccalaureate degree.	26.00%						19.00%	
	Percent of Idahoans (ages 25 to 34) who have a graduate level degree.	8.00%						7.00%	
	Postsecondary unduplicated awards as a percentage of total student headcount	20%						11.40%	12.00%
Goal 1, Objective C: Adult Learner Re-Integration.	Number of integrated training and/or reintegrated training programs in the technical colleges.	10				1		5 (plus 1 funded by 4 JKAF)	5 (plus 1 funded by JKAF)
	Number of adults enrolled in upgraded or customized training (including statewide fire & emergency services training programs).	45,000		50,154	51,555	50,532	51,260	46,733	48,006
Goal 1, Objective D: Transition	Ratio of STEM to non-STEM baccalaureate degrees	1:4.00					1:4.23	1:4.34	1:4.17
	Percent of students participating in internships.	30.0%			5.57%, only BSU and U of I interns counted, no research students	5.89%, only BSU and U of I interns counted, no research students	7.29%, but no BSU research students	7.93% counted	4.04%
	Percent of students participating in undergraduate research.	30.0%			5.57%, only BSU and U of I interns counted, no research students	5.89%, only BSU and U of I interns counted, no research students	7.29%, but no BSU research students	7.93% counted	2.25%
	Number of University of Utah Medical School graduates who are residents in one of Idaho's graduate medical education programs.	8	See note & comment to the far right.	8	8	8	8	8	8
	Percentage of Boise Family Medicine Residency Graduates Practicing in Idaho.	60%	See note & comment to the far right.			18%	50%	54%	54%
	Percent of Psychiatry Residency Program graduates practicing in Idaho.	50%	See note & comment to the far right.	100% (2)	0%	50% (1)	50% (1)	50% (1)	100% (3)
Goal 2: Critical Thinking & Innovation									

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Goal 2, Objective A: Critical Thinking, Innovation & Creativity.	Institution expenditures from competitive Federally funded grants.	\$112,000,000	which is \$18.5M more than 2009; which is a 20% increase which is \$1.8M more than 2009; which is a 20% increase	\$76,490,071	\$93,537,598	\$122,966,139	\$112,458,680	\$101,824,222	\$96,304,087		
	Institution expenditures from competitive industry funded grants.	\$7,200,000	20% increase	\$6,226,448	\$6,016,139	\$10,589,050	\$3,955,569	\$4,544,394	\$4,288,042		
	Number of sponsored projects involving the private sector	10% increase									
	Total amount of research expenditures.	20% increase									
	Percent of students meeting college readiness benchmark on the SAT Mathematics exam.	42.2%				67.0%	65.8%	66.4%	35.2%	33.0%	
Goal 2, Objective B: Quality Instruction.	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Reading.	100.00%	16% above 2009	85.70%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	86.40%	87.20%	87.60%	89.20%	39.70%	
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Math.	100.00%	30% above 2009	76.60%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	76.80%	78.50%	78.00%	76.40%	24.50%	
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Language.	100.00%	35.60% above 2009	68.80%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	71.50%	72.60%	76.60%	72.30%	31.50%	
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 10th Grade Science.	100.00%	31.10% above 2009	66.90%	N/A due to many (but not all) of these students "banking" their scores...not accurate comparison, per Scott Cook.	67.90%	69.30%	72.50%	72.70%	73.50%	
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 5th Grade Reading.	100.00%	13.60% above 2009	84.30%		86.40%	88.00%	88.10%	87.80%	88.50%	0.00%
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 5th Grade Math.	100.00%	22.10% above 2009	78.00%		77.90%	79.80%	80.90%	78.60%	79.20%	0.00%
	Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - 5th Grade Language.	100.00%	22.80% above 2009	74.20%		77.20%	77.20%	78.70%	79.40%	80.10%	0.00%

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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Percent of students scoring in the proficient or advance ranges on the Idaho Standards Achievement Test - **5th Grade Science**.

100.00%

33.60% above 2009
2.4 points above 2009; an 11% increase when a 0.5% increase is the norm

60.10%

66.40%

64.90%

67.40%

69.30%

72.20%

63.40%

Average composite ACT score.

24.0

21.5

21.6

21.8

21.7

21.6

22.1

22.4

Average Total SAT Score (not a Board measure as of 8/28/12)
Percent of elementary and secondary schools rated as four star schools or above.

1,500

1,580

1,597

1,602

1,599

1,609

1,356

1,357

100.00%

Benchmark is the College Board's which is 23.83% more than 2009

58.5%

59.4%

59.4%

Percent of first-time students from public institution teacher training programs that pass the Praxis II.

90.00%

Goal 3: Effective & Efficient Delivery Systems

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

Cost per successfully completed weighted student credit hour for 2-year institutions.

<\$185

\$373

\$382

\$421

\$292

Cost per successfully completed weighted student credit hour for 4-year institutions.

<\$165

\$436

\$427

\$443

\$478

90% of peers (using IPEDS calculation - \$11,696 FY 14)

Average net cost to attend public 4-year institution.

90%

110.1%

107.7%

102.9%

103.7%

Average number of credits earned at completion of an Associates degree program - NON-TRANSFER STUDENTS.

70

Full-time = 100.6; Part-time = 88.7;

Full-time = 94; Part-time = 93;

Full-time = 90.8; Part-time = 94.4;

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

70

Transfer = 99.9 (doesn't include LCSC or CWI data)

Transfer = 101 (doesn't include CWI)

Transfer = 109.4

Average number of credits earned at completion of Bachelor's degree program - NON-TRANSFER STUDENTS.

130

Full-time = 139.8; Part-time = 141.5;

Full-time = 141; Part-time = 144;

Full-time = 142.8; Part-time = 132.1;

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

130

Transfer = 140.0 (doesn't include LCSC data)

Transfer = 130 (31 to 59 credits)

Transfer = 128.6 (31 to 59 credits)

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

<55%

71.1%

73.0%

65.5%

58.1%

66.0%

52.9%

60.2%

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

<20%

20.3%

27.7%

24.2%

20.6%

22.4%

19.2%

20.7%

BSU = 2.2%;

ISU = 3.7%; U of I = 1.6%;

LCSC = 3.5%

BSU=2.7%;

ISU=5.9%; U of I=1.6%;

LCSC=3.5%

BSU = 3.5%;

ISU = 7.3%; U of I = 2.3%;

LCSC = 3.8%

BSU = 5.0%;

ISU = 11.7%; U of I = 2.7%;

LCSC = 5.1%

Institution reserves comparable to best practice.

> or = 5%

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Goal 3, Objective B: Data-informed
decision making.

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

Phase II
completed by
6/30/13; Phase
III completed by
6/30/14; Phase
IV completed by
6/30/15.

Part I – Agency Profile

Agency Overview

The mission of the Professional-Technical Education System is to provide Idaho's youth and adults with technical skills, knowledge, and attitudes necessary for successful performance in a highly effective workplace.

Idaho Code §33-2202 defines Professional-Technical Education as “secondary, postsecondary and adult courses, programs, training and services administered by the Division of Professional-Technical Education for occupations or careers that require other than a baccalaureate, masters or doctoral degree. The courses, programs, training and services include, but are not limited to, vocational, technical and applied technology education. They are delivered through the professional-technical delivery system of public secondary and postsecondary schools and colleges.”

The Division of Professional-Technical Education (DPTE) is the administrative arm of the State Board for Professional-Technical Education that provides leadership, advocacy and technical assistance for professional-technical education in Idaho, from secondary students through adults. This includes responsibilities for Adult Basic Education/GED programs, the State Wellness program, state employee training including the Certified Public Manager program, and the S.T.A.R. Motorcycle Training program.

DPTE is responsible for preparing and submitting an annual budget for professional-technical education to the State Board, Governor, and Legislature. Funds appropriated to DPTE include state general funds, federal funds, dedicated funds and miscellaneous receipts.

Professional-technical education programs are integrated into the Idaho public education system through school districts, colleges, and universities. DPTE provides the focus for professional-technical education programs and training within existing schools and institutions by using a state-wide system approach with an emphasis on student learning, program quality, and industry engagement.

Secondary professional-technical education programs and services are provided via junior high/middle schools, comprehensive high schools, professional-technical schools, and through cooperative programs with the Idaho Technical College System.

Postsecondary professional-technical education programs and services are delivered through Idaho's six technical colleges. Three technical colleges are located on the campus of community colleges: College of Southern Idaho, College of Western Idaho, and North Idaho College. Two technical colleges are on the campus of four-year institutions: Idaho State University and Lewis and Clark State College. Eastern Idaho Technical College is the only stand-alone technical college in Idaho. The Idaho Technical College System delivers certificate and A.A.S. degree occupational programs on a full or part-time basis; workforce/short-term training; Adult Basic Education; displaced homemaker services; and Fire Service Technology.

The Administrator of the Division of Professional-Technical Education is Dwight Johnson. The DPTE staff consists of 36 FTP employees; 7 are federally funded, 26 are funded through the state general fund and 3 are funded through a dedicated fund. The DPTE budget also includes 478.09 technical college FTPs.

Core Functions/Idaho Code

Statutory authority for DPTE is delineated in Idaho Code, Chapter 22, §§ 33-2201 through 33-2212 and IDAPA 55. Idaho Code §33-1002G allows school districts to establish professional-technical schools and §39-5009 established the displaced homemaker account for appropriation to the State Board. The role of DPTE (IDAPA 55) is to administer professional-technical education in Idaho. Specifically, DPTE:

- Provides statewide leadership and coordination for professional-technical education;
- Assists local educational agencies in program planning, development, and evaluation;
- Promotes the availability and accessibility of professional-technical education;
- Prepares annual and long-range state plans;

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Idaho Division of Professional-Technical Education

Performance Measurement Report – FY 2014

- Prepares an annual budget to present to the State Board and the Legislature;
- Provides a state finance and accountability system for professional-technical education;
- Evaluates professional-technical education programs;
- Initiates research, curriculum development, and professional development activities;
- Collects, analyzes, evaluates, and disseminates data and program information;
- Administers programs in accordance with state and federal legislation;
- Coordinates professional-technical education related activities with other agencies, officials, and organizations.

Revenue and Expenditures

Revenue	FY2011	FY2012	FY2013	FY2014
General Fund	\$47,577,400	\$46,511,600	\$48,259,600	\$48,957,400
Seminars and Publication Fund	\$287,400	\$140,000	\$140,000	\$140,000
Displaced Homemaker	\$170,000	\$170,000	\$170,000	\$170,000
Haz Mat/Waste Training	\$67,800	\$67,800	\$67,800	\$67,800
Federal Grant	\$9,593,100	\$9,251,900	\$8,648,100	\$8,648,100
Miscellaneous Revenue Fund	\$368,000	\$234,800	\$242,700	\$245,000
Unrestricted Current	\$467,000	\$520,000	\$546,000	\$510,000
Total	\$58,530,700	\$56,896,100	\$58,074,200	\$58,738,300
Expenditures	FY2011	FY2012	FY2013	FY2014
Personnel Costs	\$2,787,100	\$2,496,300	\$2,610,100	\$2,641,400
Operating Expenditures	\$1,048,900	\$673,500	\$614,500	\$614,400
Capital Outlay	\$0	\$0	\$0	\$35,500
Trustee/Benefit Payments	\$20,234,900	\$19,973,200	\$19,396,800	\$55,447,000
Lump Sum	\$34,459,800	\$33,753,100	\$35,452,800	\$0
Total	\$58,530,700	\$56,896,100	\$58,074,200	\$58,738,300

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY2011	FY2012	FY2013	FY2014
Number of Students Enrolled in High School PTE Programs (headcount)	87,256	85,490	84,423	83,026
Number of Students Enrolled in Postsecondary PTE Programs (headcount)	9,034	8,815	7,760	7,066
Number of Technical College FTE enrollments	4,588	4,483	4,349	4,120
Number of Workforce Training Network (WTN) enrollments (headcount)	44,295	42,119	43,487	39,011
Number of WTN enrollments for Fire and Emergency Services Training (headcount)	6,965	4,614	4,519	3,748
Number of clients served in the ABE program (headcount)	6,669	6,330	6,329	5,091
Number of Adults Served in the Displaced Homemaker Program (Center for New Directions)	909	1,038	552	405
Number of state employees enrolled in the Certified Public Manager (CPM) Program	79	78	77	94
Health Matters Wellness Program monthly average website hits	163,843	182,263	182,382	217,745

Performance Highlights

ABE - The ***Integrated Transition and Retention Program (ITRP)*** is an innovative, coordinated effort that promotes the improvement of student completion rates in technical college programs. ITRP is designed to assist students who may not meet the entry requirements of a technical program or are struggling in a technical program and are in need of remediation in reading, writing, and/or math. These programs feature: 1) ABE and PTE instructors co-teaching in the same classroom and/or co-planning and following up on student progress; 2) ABE instructors creating applied lesson plans in reading, writing, and/or math using technical curriculum content; and, 3) time shortened programs that do not add time to what would normally be required for course completion. This past year ITRP instruction was provided to 250 unique students enrolled in technical programs including Business Technology, Diesel Mechanics, Welding, Culinary Arts, Hospitality, Health Related Fields, and Technical and Industry Programs. Of the 250 students enrolled in ITRP programs, 209 completed their ITRP program. Of those who completed their ITRP program, 201 met their education goal for enrolling in the program (such as improved COMPASS scores or passing their CNA certification exam). Those who met their goals included 163 students who continued in or qualified to enroll in a technical program without the need for remediation. The cost was approximately \$425 per student.

Idaho Division of Professional-Technical Education

Performance Measurement Report – FY 2014

Part II – Performance Measures

Performance Measure	FY2011	FY2012	FY2013	FY2014	Benchmark
Postsecondary student pass rate for Technical Skill Assessment (TSA)	92.7%	90.1%	91.4%	Numbers reported in Nov.	90%
Secondary student pass rate for Technical Skill Assessment (TSA)*	68.7%	73.6%	73.2%	Numbers reported in Nov.	75%
Percentage of ABE clients with stated goal who transition to postsecondary education**	N/A	N/A	26%	Numbers reported in Nov.	50%
Positive placement rate of postsecondary program completers***	91%	91%	90%	92%	Placement at 90.5% or higher
Rate of secondary program completers (concentrators) who transition to postsecondary education or training ****	66%	64%	64%	67%	Exceed National Center for Higher Education Management System rankings in Idaho

Performance Measure Explanatory Notes:

- * The Perkins Act requires that each state negotiate a target/benchmark with the U.S. Department of Education known as the Final Agreed Upon Performance Level (FAUPL). When our performance doesn't meet 90% of the FAUPL, we are required to submit an improvement plan. For the Secondary TSA, our benchmark is 75% and 90% of 75% is 67.5%. We met 90% of the benchmark and aren't required to submit an improvement plan.
- ** This is from an Applicable Cohort. All learners who passed the GED test while enrolled in adult education, or have a secondary credential at entry, or are enrolled in a class specifically designed for transitioning to postsecondary education. This figure does not include those students who participated in the ITRP programs.
- ** Beginning in FY13, reporting requirements were changed by US Dept. of Education and moved away from a "goal-setting" model. Prior to FY13, this percent was calculated based on the number of students who had the goal of enrolling in postsecondary education and the number who met the goal. In FY13 and later, the percent was calculated based on cohort designation, regardless of whether students had a postsecondary goal. Therefore, figures obtained prior to FY13 cannot be compared.
- *** A technical college PTE completer is a postsecondary student who has completed all the requirements for a certificate or an AAS degree in a state approved professional-technical education program. This person must have met all the requirements of the institution for program completion, whether or not the person officially graduated from the institution. Positive placement represents the percent of technical college completers who attain employment, join the military, or continue their education within six (6) months of completing.
- **** A secondary PTE completer (concentrator) is a junior or senior student who: (1) has completed four state approved PTE courses in a program sequence which includes a capstone course; OR (2) who has completed all the PTE courses in a program sequence if three or less, OR (3) who is enrolled in a state approved Professional-Technical School and is enrolled in a capstone course. Transition to postsecondary education or training is determined by an annual follow-up report of secondary PTE completers (concentrators) who are seniors and graduated. The most recently published overall state rate of 45.0% is from The National Center for Higher Education Management Systems (NCHEMS) Information Center "College-Going Rates of High School Graduates Directly from High School" (2010).

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Eastern Idaho Technical College

Performance Measurement Report
August 2014

Part I – Agency Profile

Agency Overview

Eastern Idaho Technical College (EITC) provides high quality educational programs that focus on the needs of the community for the 21st century. EITC is accredited by the Northwest Commission on Colleges and Universities. The College is a State supported technical college created in 1969 to serve citizens in its nine county service area by being a minimal cost, open-door institution that champions technical programs, customized industry training, basic skills instruction, workforce and community education, on-line distance education, and student services.

Core Functions/Idaho Code

Eastern Idaho Technical College was created to provide professional-technical postsecondary educational opportunities. Idaho Statute Title 33, Chapter 2208.

Revenue and Expenditures:

Revenue	FY 2011	FY 2012	FY 2013	*FY 2014
General Fund and Misc. Receipts	\$5,883,820	\$5,642,720	\$5,949,091	
Grants and Contracts	\$4,819,846	\$4,246,278	\$3,932,162	
Student Fees	\$861,099	\$763,846	\$785,091	
Capital Grants and Appropriations	\$84,780	\$7,757	\$342,704	
Sales and Services	\$452,708	\$406,151	\$393,834	
Other	\$77,640	\$48,624	\$40,654	
Total	\$11,979,893	\$11,115,376	\$11,443,536	
Expenditure	FY 2011	FY 2012	FY 2013	*FY 2014
Personnel Costs	\$7,361,489	\$7,426,902	\$7,473,039	
Operating Expenses	\$5,277,266	\$4,589,954	\$4,697,987	
Capital Outlay	\$84,780	\$7,757	\$342,704	
Total	\$12,723,535	\$12,024,614	\$12,513,730	

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Annual (unduplicated) Enrollment Headcount - Professional Technical	1,432	1364	1,240	1,196
Annual Enrollment FTE - Professional Technical	614	581	530	514
Credit Hours Taught	18,414	17,437	15,917	15,406
Degrees/Certificates Awarded - Professional Technical	224	243	232	239
Workforce Training Headcount	13,040	14,143	11,789	11,446
Number and percentage of Students successfully completing Remedial English & Math Courses	119, 71%	95, 74%	138, 70%	89, 72%
Number of first-time freshman who graduate from and Idaho High school in the previous year requiring remedial education - unduplicated	13, 2%	12, 3%	13, 3%	7, 2%
Retention - number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year (break out full-time numbers from part-time numbers, this counts as one measure)	112 40% Retention	116 53% Retention	105 52% Retention	140 56% Retention

Eastern Idaho Technical College

Performance Measurement Report
August 2014

Performance Highlights

- February 10, 2014: The Accreditation Review Council on Education in Surgical Technology and Surgical Assisting approved the EITC Surgical Technology Core Curriculum
- Fire Service Technology: 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.
- Adult Basic Education: During FY2014 the Adult Basic Education Program at EITC met all State targets for the educational gains of students. In eight of the nine educational levels, State targets were exceeded. The cumulative percent of level gains was four points higher than any previous year. Student contact hours (an indicator of student persistence) increased by 17% in FY2014. Although final GED completion rates will not be official until late fall, the completion rate as of August 5, 2014 for FY 2014 is 97% or 15 percent above the State target
- INL Employee Training: EITC served 5,276 INL incumbent workers between July 2013 and June 2014
- Training Related Placement of Graduates: EITC led the State Colleges of Technology in job related (79.14%) and positive placement (93.84%) of graduates.

Part II – Performance Measures

#	Performance Measure	FY2011	FY2012	FY2013	FY 2014	Benchmark
1.	Increase reach of EITC Tutoring Center (Goal 3, Objective A, Method 1)	4,870	5,195	6000	5204	6060
2.	Increase reach of Center for New Directions (Goal 1, Objective C, Method 2)	518	411	292	165	295
3.	Increase the academic outcomes of students enrolled in Adult Basic Education Division (ABE) (Goal 1, Objective C, Method 1)	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 *N/A ABE 2 58% ABE 3 58% ABE 4 48% ABE 5 44% ESL 1 N/A ESL 2 57% ESL 3 48% ESL 4 42% ESL 5 40% ESL 5 25% * indicates no students at that level	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%
4.	Dual Credit - Total credits earned and # of students (unduplicated headcount)	0	0	1	6/1	
5.	Total certificates and degrees conferred - Number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled (Goal 1, Objective D)	37%	42%	43%	46%	>50%
6.	Cost per credit hour (Goal 2, Objective A, Method 2)	\$503	\$531	\$579	\$614	Maintain cost per credit hour within 20% of IPEDS peers List

Eastern Idaho Technical College

Performance Measurement Report
August 2014

#	Performance Measure	FY2011	FY2012	FY2013	FY 2014	Benchmark
7.	Efficiency - Certificates (of at least 1 year or more) and Degree Completions per \$100,000 of Education and Related Spending	.41	.38	.40	.40	
8.	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. 224 b. 22%	a. 243 b. 27%	a. 232 b. 28%	a. 239 b. 29%	
9.	Retention Rate: Total full-time new and transfer students that are retained or graduate the following year (excluding death, military service, and mission).	93 (66% Retention)	64 (68% Retention)	75 (66% Retention)		

For More Information Contact

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College of Southern Idaho

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The College of Southern Idaho's mission, as a comprehensive community college, is to provide 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.

CSI is accredited by the Northwest Commission on Colleges and Universities (NWCCU), a regional postsecondary accrediting agency recognized by the U.S. Department of Education. Several of CSI's programs are also accredited by the appropriate accrediting agencies, and graduates are eligible to take the qualifying examinations of the respective state and national licensing and registration bodies and join professional organizations.

CSI's service area is defined in Idaho Code as the eight counties of the Magic and Wood River Valleys and a portion of Elmore County. CSI offers its programs and courses at the nearly 350 acre main campus in Twin Falls, as well as at the off-campus centers in Burley (Mini-Cassia Center), Hailey (Blaine County Center), Gooding (North Side Center), and Jerome (Workforce Development Center). Additionally, in an effort to assist in the creation of a community college in eastern Idaho, CSI is responding to the state's request to offer courses in Idaho Falls. Students can choose from a wide range of transfer and professional-technical (PTE) programs – more than 120 program options ranging from certificates to two-year associate degrees. The College offers a growing number of online courses and programs for students who cannot attend traditional face-to-face courses due to family or work responsibilities, and for students who prefer the online learning environment as opposed to the traditional classroom. CSI has a very successful dual credit program. The College demonstrates its commitment to lifelong learning through active community education and workforce training programs. Partnerships with Boise State University, University of Idaho, Idaho State University, and Northwest Nazarene University also give local residents more than two dozen bachelor's and master's degree options without having to leave Twin Falls.

As embodied in Idaho Code, the College of Southern Idaho is governed by a locally elected five member Board of Trustees. Trustees are elected from within the College District comprised of Jerome and Twin Falls counties. Revenue for the operation of the College comes from a combination of sources including tuition and fees, state appropriation, local property taxes, grants, counties not in community college districts, etc.

College of Western Idaho (CWI) Partnership

Since 2008, CSI has served as the accreditation partner for the College of Western Idaho (CWI) in order to assist CWI with meeting standards for accreditation and to help CWI offer college credit instruction, certificates and degrees while seeking accredited status with the Northwest Commission on Colleges and Universities (NWCCU). In January 2012, NWCCU granted CWI Candidacy for Accreditation status at the associate degree level. Candidacy is not accreditation nor does it ensure eventual accreditation. Candidate for Accreditation is a status of affiliation with the Commission which indicates that the institution has achieved initial recognition and is progressing toward accreditation. Until separate accreditation is granted, CWI will continue to deliver college credit instruction, certificates and degrees through its partnership with CSI.

Core Functions/Idaho Code

The College of Southern Idaho was established and is governed under Chapter 21 of Title 33, Idaho Code. The College's primary functions may be categorized as: Instructional, Student Support, Financial Support, Administrative, and Community Relations.

Instructional:

The primary function of the College of Southern Idaho stated in the Idaho Code is "instruction in academic subjects, and in such non-academic subjects as shall be authorized by its board of trustees" (Section 33-2102, Idaho Code). Academic programs are submitted to the Idaho State Board of Education (ISBOE) for approval. The State Board of Education acts under the authority granted in Article IX, Section 2 of the Idaho Constitution and Title 33, Chapter 1, Idaho Code.

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Student Support:

Support for CSI students is delivered through the student services division (Admissions and Records, New Student Services, Advising, Financial Aid and Scholarships, Student Disability Services, Career and Counseling Services, Student Activities, Student Health, Child Care Center, Library) which assists students in seeking access to college programs and services, and promotes student learning, development, and success by providing future and current students with quality information, advice, support, as well as with opportunities for social and cultural development.

Financial Support:

Also under the authority of the Trustees, financial management of the College's funds is overseen by the Business Office. This office manages the various sources of funds directed to the College, including: tuition and fees, state appropriations, local property taxes, payments from counties not in a community college district, and grants from both public (federal, state, local) and private sources.

Administrative Support and Community Relations:

The College senior administrative team includes the President of the College, Jeff Fox, Ph.D.; Executive Vice President and Chief Academic Officer, Todd Schwarz, Ph.D.; and Vice President of Administration, Mike Mason, CPA/CMA.

Revenue and Expenditures

Revenues ¹	FY2011	FY 2012	FY 2013	FY 2014
Academic Appropriation	\$10,658,200	\$10,243,000	\$11,544,300	\$11,948,200
One Time	\$873,100			
Liquor Fund	\$200,000	\$200,000	\$200,000	\$200,800
Inventory Phaseout	\$567,200	\$584,675	\$603,392	\$617,048
Property Taxes	\$4,969,100	\$5,229,468	\$5,351,691	\$5,651,311
Tuition & Fees	\$11,075,900	\$11,900,375	\$11,797,097	\$11,273,859
County Tuition	\$1,639,500	\$1,547,900	\$1,722,608	\$1,459,115
Other	\$1,446,000	\$1,537,582	\$1,476,912	\$1,513,667
Total	\$31,429,000	\$31,243,000	\$32,696,000	\$32,664,000
Expenditures ¹	FY2011	FY 2012	FY 2013	FY 2014
Personnel Costs	21,327,400	22,084,000	23,221,000	23,285,000
Operating Expenditures	4,006,600	3,972,000	4,377,000	4,893,000
Capital Outlay	6,095,000	5,187,000	5,098,000	4,486,000
Total	\$31,429,000	\$31,243,000	\$32,696,000	\$32,664,000

¹ Revised in August 2014 report for prior years as it was determined that some reported revenues and expenditures had been incorrectly categorized.

College of Southern Idaho

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY2011	FY2012	FY 2013	FY 2014
Annual (unduplicated) Enrollment Headcount ¹	13,740	12,915	12,042	11,747
Professional Technical	1,869	1,578	1,354	1,190
Transfer	11,871	11,337	10,688	10,557
(PSR Annual Enrollment)				
Annual Enrollment FTE ¹	5,535.54	5,182.73	4,934.83	4,468.17
Professional Technical	1,111.57	1,031.13	961.43	892.60
Transfer	4,423.97	4,151.60	3,973.40	3,575.57
(PSR Annual Enrollment)				
Degrees/Certificates Awarded	822	993	1,129	1,271
(IPEDS Completions)	2009-10	2010-11	2011-12	2012-13
Percentage of unduplicated degree earners to total unduplicated headcount ²	10.1%	11.5%	13.1%	14.7%
(IPEDS Completions and PSR Annual Headcount)	(759 / 7,495)	(889 / 7,700)	(1,029 / 7,829)	(1,100 / 7,481)
(IPEDS Completions and PSR Annual Headcount)	2009-10	2010-11	2011-12	2012-13
Total degrees/certificates awarded per 100 FTE students enrolled	17.03	20.41	21.98	24.24
(IPEDS Completions and IPEDS Fall FTE)	(822 / 48.28)	(993 / 48.66)	(1,129 / 51.37)	(1,271/52.43)
(IPEDS Completions and IPEDS Fall FTE)	2009-10	2010-11	2011-12	2012-13
Workforce Training Headcount	5,218	4,426	3,368	3,137
Dual Credit				
- Unduplicated Headcount	2,412	2,685	2,774	2,486
- Enrollments	4,576	4,742	5,131	3,986
- Total Credit Hours	13,241	14,187	14,218	12,171
(SBOE Dual Credit Enrollment Report)				
Remediation Rate				
<i>First-Time, First-Year Students Attending Idaho High School within Last 12 Months</i>	72.5%	69.5%	65.6%	60.6%
(SBOE Remediation Report)	(923 / 1273)	(892 / 1284)	(820 / 1250)	(692 / 1141)

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).

² Unduplicated headcount includes only degree-seeking students of the total PSR-1 annual headcount.

Performance Highlights

College Completion Challenge

During the 2013-2014 academic year, CSI continued its campus-wide effort to improve retention and graduation.

Student Success Initiative

CSI has begun a focused project to increase student success. Some of this year's efforts include—

- Creation of SOAR (Student Orientation Advising and Registration)
 - Increased marketing of programs with "next steps" mailings to all admitted students.
 - Postcards, Billboard Ads, Emails, and Banners around Campus.
 - Proactive advising with CSI department representation.
 - High-Touch interaction with follow-up mailings from student's declared major department.
- Increased Outreach to students: Fall 2014 Enrollment
 - Direct contact with students via organized callings.
 - Outreach through radio and social media.
- Celebrating the start of college careers
 - Formal congratulatory postcard to create excitement with all admitted students.
 - Convocation: Building of Class of 2016 cohort presence.
- Late Night Registration
 - Creating additional access to services.
 - Free food and childcare access at event.
- Transitioning of Dual-Credit Students to Full-Time Degree Seeking Students
 - Changed Application Process to meet the needs of students.

Continuous Enrollment Program

CSI is in phase two of its Continuous Enrollment Program (CEP) Grant from the J.A. and Kathryn Albertson Foundation. The Continuous Enrollment Project is a pilot project to measurably increase higher education access, retention and success for non-traditional students. The program continues to recruit and work with both current CSI students and potential/future CSI students, offer intensive orientations and advising services, and work closely with dual credit students coming from Magic Valley Alternative High School.

One new project that the CEP has implemented this year is peer mentoring. Mentors completing the commitment receive a 3-credit scholarship. CSI disbursed 5 scholarships to peer mentors who worked in the spring semester, and one peer mentor is working through the summer.

Athletics

CSI's Softball Team

The College of Southern Idaho softball team added another honor to its Scenic West Athletic Conference Championship and its Region 18 Championship. The 2014 team earned one of the 2014 NJCAA Academic teams of the year award for posting higher than a 3.0 GPA in the classroom.

CSI Men's Rodeo

The College of Southern Idaho men's rodeo team finished the College National Finals Rodeo with two cowboys placing in the top 10. Trasen Jones placed eighth in bull riding. Cole Hatcher finished second in saddle bronc riding.

CSI Women's Basketball

The College of Southern Idaho women's basketball team finished competed at the national tournament and tied for 9th. The team finished with an impressive 29 - 4 overall record.

CSI Men's Basketball

The College of Southern Idaho men's basketball finished the regular season with a 27 – 5 record and were ranked 10th in the nation.

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Grants

Trade Adjustment Assistance Community College and Career Training Round 3

\$2.5 million **Funding Agency: Department of Labor**

Funds from the TAACCT Round 3 were awarded to create a new degree program to meet the needs of the area's major employers (Food Manufacturers; NAICS code 311). CSI's Food Processing Management degree program offers stackable and latticed credentials including Postsecondary Certificates (PC), Technical Certificates (TC), Associates of Applied Science Degrees (AAS), and an Associate of Science Degree (AS). The Food Processing Management Program offers areas of emphasis in food safety, quality assurance, food processing, and management. The program also involves the innovative delivery of English as a Second Language (ESL).

CSI Dental Clinic Project

\$10,500 **Funding Agency: Community Health Improvement Fund**

The CSI Dental Oral Health Clinic will continue to work with our community partners to run a voucher program for restorative dental services, dental screenings, preventative services, and patient education. Continued partnerships with community organizations such as Office on Aging, Mustard Tree and Health and Welfare ensures that the most financially needy and underserved populations are targeted through this project. The Clinic works with our partners to identify the neediest patients in our community and distribute vouchers to these clients that are redeemable for services at the CSI Dental Clinic; in the past year, roughly 700 local residents have received dental services in this manner.

21st Century Learning Community Center

\$894,095 **Funding Agency: Idaho State Department of Labor**

This grant provided funds for CSI to work in partnership with the Boys and Girls Clubs of the Magic Valley and Twin Falls School District in order to create a before, after, and summer school program for students at Harrison Elementary (poverty rate = 78.5%). The program included a focus on STEM programming.

College Access Challenge Grant

\$19,660 **Funding Agency: Idaho State Board of Education**

Funds were awarded to scale-up CSI's early touch/outreach efforts. Project components included additional mailings to invite students to attend Student Orientation, Advising, and Registration (SOAR), radio and billboard advertising for SOAR, an evening registration event, and funds for holding a convocation celebration the Friday before the start of the fall 2014 semester.

Economic Development

New Industry

CSI has a history of acting as a focal point for the attraction of new businesses to the region. In addition, CSI is actively engaged in recruiting excellent employers to our area. That is why local economic development professionals like Jan Rogers (Executive Director of the Southern Idaho Economic Development Organization) refer to the College as their "secret weapon." Economic development is a powerful contributor to a vibrant local economy. CSI continues to be a key participant in economic development.

In the last year, CSI has worked with various state and local agencies to attract or encourage the expansion of such companies as Clif Bar, Glanbia, Frulact, and Monsanto. Southern Idaho has truly become the state's "food basket", and CSI's new Food Processing Technology Program will continue to draw industry to the area.

ATIC

This Falls CSI will open its LEED Certified Applied Technology and Innovation Center (ATIC). The \$8.5 million investment provides 41,630 square feet of space for programs such as Wind Energy, Environmental Technology, and Manufacturing Technology. ATIC will also be home to CSI's new food science program which was funded through a US Department of Labor grant. The new space includes 5 classrooms, 3 large labs, and a climbing tower lab. Funding for the facility was provided by CSI funds and a federal Economic Development Agency grant.

CSI Foundation

The CSI Foundation, Inc. awarded over \$1.3 million in scholarship awards for the 2013-2014 school year. This is the sixth year in a row that the Foundation has awarded funds in excess of a million dollars. Contributions to the Foundation continue to support scholarships and programs for students attending CSI. The resource base for the Foundation continues to grow due to strong investment management strategies and an improving market. The CSI Foundation currently manages assets of nearly \$33 million. Gifts were received over the past year from individuals, private foundations, corporations, bequests, estates, and the CSI Employee Campaign. Students at the College of Southern Idaho are grateful for the support from the Foundation Board of Directors and donors.

Idaho Falls Outreach

CSI now has a formal presence in eastern Idaho, thanks to the appropriation of funds for the development of a more robust community college transfer function in Region 6. Staff has been hired and facilities have been acquired. Curriculum offerings in Idaho Falls include three Associate Degree programs: STEM, Liberal Arts and Business. In concert with Eastern Idaho Technical College, CSI continues to assist eastern Idaho leaders in their efforts to develop a comprehensive community college in the Idaho Falls area.

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Part II – Performance Measures

Performance Measure	2011	2012	2013	2014	Benchmark
Retention Rate Full Time Students First-time, full-time, degree/certificate seeking students still enrolled or program completers as of the following fall (IPEDS)	57% (611 / 1076) Fall 2009 Cohort	54% (623 / 1148) Fall 2010 Cohort	57% (574 / 1005) Fall 2011 Cohort	56% (574 / 1020) Fall 2012 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 still enrolled or program completers as of the following fall (IPEDS)	31% (151 / 483) Fall 2009 Cohort	34% (169 / 491) Fall 2010 Cohort	40% (203 / 505) Fall 2011 Cohort	37% (160 / 434) Fall 2012 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)	\$ 252.34 (\$39,472,565 / 156,427) 2009-10 year	\$ 211.51 (\$34,925,587 / 165,122) (2010-11 year)	\$ 215.91 (\$35,419,525 / 164,045) (2011-12 year)	\$ 211.36 (\$ 32,024,919/ 151,517) (2012-13 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)	1.938 (765 / \$394.73) 2009-10 year	2.454 (857 / \$349.26) 2010-11 year	2.942 (1042 / \$354.20) 2011-12 year	3.482 (1115 / \$320.25) 2012-13 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	\$1,260 \$105/credit	\$1,320 \$110/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% (167 / 919) Fall 2007 Cohort	17% (165 / 949) Fall 2008 Cohort	19% (200 / 1062) Fall 2009 Cohort	18% (186 / 1011) Fall 2010 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)	15% (139 / 919) Fall 2007 Cohort	15% (138 / 949) Fall 2008 Cohort	14% (144 / 1062) Fall 2009 Cohort	13% (132 / 1011) Fall 2010 Cohort	CSI's transfer-out rate will be at or above the median for its IPEDS peer group.
Employee Compensation Competitiveness	93.5%	94.1%	95.2%	93.4%	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	\$4,066,363	\$3,740,814	\$3,832,100	\$3,589,429	Will submit a minimum of \$2,750,000 yearly in external grant requests with a 33% success rate.

¹ Costs are derived from instructional, student services 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 measure differs from that submitted by Idaho's four-year colleges and universities, and should be considered under development pending further discussion with the community college financial officers and the SBOE staff.

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, and institutional support) for the corresponding year.

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.

For More Information Contact

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Part 1 – Agency Profile

Agency Overview

The College of Western Idaho (CWI) is located in the vibrant and active Treasure Valley area; Idaho's youngest community college, CWI has quickly become a valuable college resource for the region. CWI continues to experience steady growth, with 9,204 students enrolled at the start of the 2013-2014 academic year (5,635 FTE), and 10,104 students in the spring semester of 2014 (5,737 FTE).

CWI is a comprehensive community college fostering student development both academically as well as occupationally. CWI offers undergraduate, professional-technical, fast-track career training, and basic skills education. With over 50 credit programs and hundreds of non-credit courses, students have an abundance of options when it comes to developing career skills or preparing for further study at a baccalaureate institution. CWI serves as an exceptional economic engine for western Idaho, serving the local business and industry training needs with customized training to garner an edge in today's competitive market.

CWI's service area is unique, and the area's characteristics have implications for the future of local higher education. CWI's service area includes Ada County, Adams County, Boise County, Canyon County, Gem County, Payette County, Valley County, Washington County, and portions of Elmore and Owyhee counties.

CWI adheres to Idaho Code Title 33 Education, Chapter 21 Junior (Community) Colleges. Policies of the Idaho State Board of Education that apply to CWI are limited as specified by Board Policy Section III, Subsection A.

Core Functions/Idaho Code

CWI is a two-year comprehensive community college as defined by Idaho Code 33, Chapters 21 and 22. The core functions of CWI are to provide instruction in: 1) academic courses and programs, 2) professional-technical courses and programs, 3) workforce training through short-term courses and contract training for business and industry, and 4) non-credit, special interest courses.

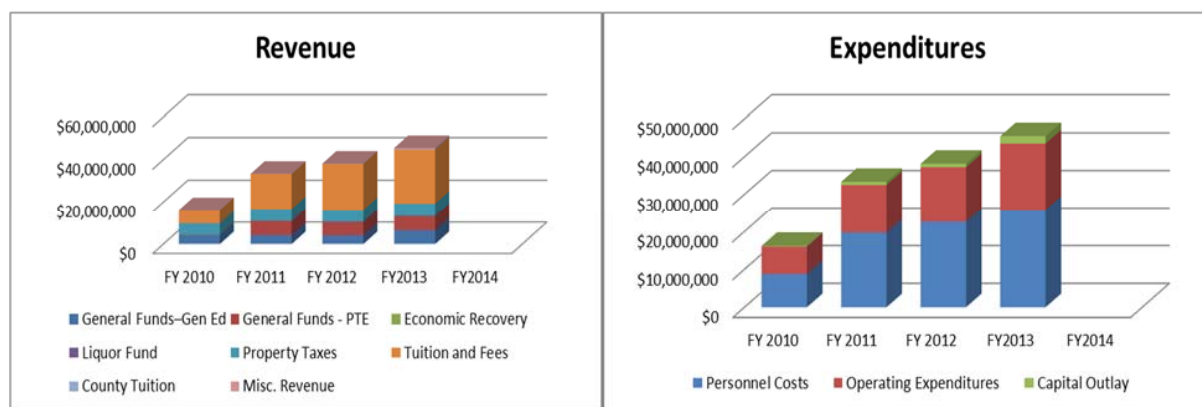
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Revenue and Expenditures

**NOTE: FY14 financial data will not be included, per OSBE request, until audited financial statements are available*

Revenue	FY 2010	FY 2011	FY 2012	FY2013	FY2014
General Funds—Gen Ed	\$4,265,700	\$4,211,200	\$4,047,100	\$6,528,400	
General Funds - PTE		\$6,583,700	\$6,289,712	\$6,596,614	
Economic Recovery	\$277,500	\$78,000	\$0	\$0	
Liquor Fund	\$197,500	\$200,000	\$200,000	\$200,000	
Property Taxes	\$5,015,100	\$5,499,900	\$5,664,863	\$5,834,809	
Tuition and Fees	\$6,382,100	\$16,600,000	\$21,792,400	\$25,504,080	
County Tuition	\$30,000	\$100,000	\$95,000	\$201,300	
Misc. Revenue	\$0	\$50,000	\$50,000	\$575,000	
Total	\$16,167,900	\$33,322,800	\$38,139,075	\$45,440,203	
Expenditure	FY 2010	FY 2011	FY 2012	FY2013	FY2014
Personnel Costs	\$8,754,500	\$19,727,098	\$22,578,332	\$25,823,419	
Operating Expenditures	\$7,219,200	\$12,762,632	\$14,607,266	\$17,666,784	
Capital Outlay	\$194,200	\$833,070	\$953,477	\$1,950,000	
Total	\$16,167,900	\$33,322,800	\$38,139,075	\$45,440,203	



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Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY2010	FY2011	FY2012	FY2013	FY2014
Annual (unduplicated) Enrollment Headcount					
Professional Technical	1,718	1,514	1,419	1,564	1,311
Academic	4,422	7,602	9,677	11,345	12,633
<i>(PSR Annual Enrollment)</i>					
¹Annual Enrollment FTE					
Professional Technical	835	807	784	775	821
Academic	2,393	4,314	5,269	5,524	6,075
<i>(PSR Annual Enrollment)</i>					
Degrees/Certificates Awarded	199	527	647	777	1,260
<i>(IPEDS Completions)</i>					
Percentage of unduplicated degree earners to total unduplicated headcount					
<i>(IPEDS Completions and Annual Degree-seeking Headcount)</i>					
Total Awards	Not Available	6.2% (526)	6.2% (646)	7.1% (781)	11.7% (1,260)
Unduplicated Awards		6.0% (507)	5.9% (622)	6.8% (740)	10.1% (1,081)
Undergraduate Certificate and Degree Completions per 100 (FTE) undergraduate students enrolled	6.16	10.29	10.69	12.34	20
<i>(IPEDS Completions and IPEDS Fall FTE)</i>					
Dual Credit Headcount (unduplicated)					
Total Annual Credit Hours	260	2,568	4,227	6,735	14,663
Total Annual Student Headcount	98	408	734	1,253	2,468
<i>(SBOE Dual Credit Enrollment Report)</i>					
²Tech Prep Headcount (unduplicated)					
Total Annual Credit Hours	1,290	1,551	649	793	537
Total Annual Headcount	235	331	177	174	101
³Remediation					Data not yet available ⁴
Degree Seeking	78	610	859	757	
Non-Degree Seeking	31	9	3	4	
<i>(SBOE Remediation Report)</i>					
Remediation Rate First-Time, First-Year Students Attending Idaho High School within Last 12 Months		77%	88%	51%	79%
<i>(SBOE Remediation Report)</i>		(509 of 658)	(751 of 849)	(691 of 1,345)	(702 of 888)
Workforce Training Headcount (duplicated)	9,623	8,370	6,778	8,163	8,295
ABE/ASE/ESL (unduplicated)	3,130	3,033	2,687	2,412	2,185

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Footnotes

¹Summer, Fall, Spring

²FY14 added and previous years corrected to match official reports

³Number of first-time freshmen who graduated from an Idaho High School in the previous year requiring remedial education.

⁴Remediation Report not completed until September

Performance Highlights

- CWI has focused on outreach to local high schools through dual-credit programs. In year-over-year measures (FY13 to FY14), CWI has realized a 97 percent increase in student headcount and a 123 percent increase in credits generated.
- Before the Spring 2014 semester, CWI transformed its approach to developmental English education, and initial results show the impact to be significant. CWI introduced a new English 101 Plus model, which resulted in 89.5 percent of developmental students passing and receiving college credit for English 101. In the previous model, only 31 percent of English 015 students and 55 percent of English 090 students persisted to earn college credit for English 101.
- CWI's Professional Technical Education programs have celebrated an increase in certificate completion following the introduction of Learning Community Coordinators, who provide direct support to students of each PTE program. Thanks to the hard work of the Learning Community Coordinators, along with elimination of CWI's graduation application fee, the College saw a 422 percent increase in the number of PTE certificates awarded in 2013-14.
- With student borrowing on the rise both locally and nationally, CWI implemented a number of proactive strategies designed to support students in their student loan choices. CWI now provides all of its students free financial literacy resources, as well as follow up support to all students who have borrowed at CWI, graduated or otherwise moved on. In addition to information and resources about smart borrowing, CWI re-designed its student loan packaging process with an emphasis on making smart, informed choices about debt. In the 2013-14 year, CWI students chose to borrow 38% less than in the prior year – a significant and positive step toward curbing over-borrowing and excessive levels of student debt.
- CWI has grown its presence in Boise to serve students better through a newly expanded Ada County Campus. The expansion involved acquiring more space at the College's location at Maple Grove and Overland Roads. Consolidation occurred throughout the spring and summer to move programs from three separate locations in Eagle and Boise, including two programs from Boise State University. Additionally, library and student services were expanded to serve students more effectively. In fall 2013, 56 percent of CWI's credit student population came from Ada County.
- CWI completed an update to its Nampa Campus Master Plan, reflecting a more current and comprehensive view of this campus and its future growth and development. The process, which was supported through the state Permanent Building Fund, included collaborative visioning and working sessions that engaged the College community, agencies, and surrounding communities. The new plan updates the previous 2010 master plan, looking at growth estimates through 2040.
- Major programming projects for a Student Center and Health Sciences building were completed during the year, reflecting the College's next phases of development of the

College of Western Idaho

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Nampa Campus. The process for both projects involved input and vision from broad Planning Teams and Steering Committees. The new Student Center is programmed to include over 160,000 square feet of space including Student Life, Student Services, Library Learning Commons, Food Services including the Culinary Arts program, Retail Services including a Bookstore, Conference Services, and Administrative and Facilities Services. The 82,000 square foot Health Sciences building reflects the consolidation and expansion of the College's health programs and associated academic labs and classrooms into a single location.

- The College has become a participant in the National Association of Community College's Voluntary Framework of Accountability (VFA). VFA is a voluntary system of measures and benchmarks used and created by community college leaders, specific to community college communities. It "gauges student progress and outcomes including pre-collegiate preparation (such as developmental education and Adult Basic Education), academic progress, completion and transfer measures, and workforce outcomes for career and technical education.(source: VFA website)"
- One of CWI's Institutional Priorities is to "Connect the College to the Community." This priority includes providing community engagement and educational services, programs and personal development in response to local business, economic, and community needs. The efforts of our students, faculty, staff and shared use of resources have contributed the following:
 - Students in CWI's Academic Transfer programs completed 8,372 student-to-community hours in the 2013-14 Academic Year.
 - Non-CWI organizations used the College's facilities for a total of 1,042 hours. CWI's Micron Center for Professional Technical Education in Nampa accounted for over 700 hours alone.
 - CWI cultivated growth of business partnerships by 45 percent, including a strategic partnership with Western States Caterpillar.
 - More than 30 Technical Advisory Committees, comprised of over 350 representatives from business and industry, supported CWI's professional-technical programs.
- CWI helped make college more accessible by providing access to financial assistance for more than 9,000 students, who received financial aid totaling more than \$40 million in grants, scholarships, and student loans.
- CWI is on-track to complete full scale accreditation through NWCCU by Fall 2017.

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Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Institutional Priority 1: Student Success					
¹ Professional technical program completers are employed in a related field or have transferred to a 4-year college/ university.	56%	67.7%	72.4%	75%	Achieve an 80% placement rate in each program.
² Student/participant satisfaction rates.	2.52	93%	91%	80%	80% of all student responses to end-of-course evaluations report that they are satisfied that the curriculum prepared them for a career or continuation in higher education.
³ Retention Rates - Full-time First-time, full-time degree/ certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	54%	56%	49%	Data not yet available ⁸	Develop methods for identifying student intent as the first step in setting this particular benchmark.
Retention Rates - Part-time First-time, part-time degree/ certificate seeking students who are still enrolled or who completed their program as of the following fall (IPEDS)	45%	50%	37%	Data not yet available ⁸	Develop methods for identifying student intent as the first step in setting this particular benchmark.

College of Western Idaho

Performance Measurement Report

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Institutional Priority 2: Employee Success					
Faculty and staff satisfaction	55%	61%	63%	62%	75% of CWI's faculty and staff indicate satisfaction by responding with agree or strongly agree on the annual faculty/staff satisfaction survey.
Institutional Priority 3: Fiscal Stability					
⁴ Cost per credit hour	\$152.87	\$177.89	\$198.35	\$180.29	Instructional costs per credit hour will compare favorably to those of our peer institutions.
⁵ Efficiency – Certificate and degree completions per \$100,000 of education and related spending	1.86	1.92	2.06	3.75	Ratio will compare favorably (at or below the mean) to that of our peer institutions.
CWI Foundation total yearly dollar amount generated through external grants	100%	100%	100%	100%	Evaluation of at least 5 relevant grant opportunities per year.
	100%	100%	100%	100%	Achieve \$1,000,000 yearly in external grant requests.

College of Western Idaho

Performance Measurement Report

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Participation in the CWI Foundation Internal Campaign	22%	53%	30%	25%	By 2013 achieve a minimum of 95% benefitted employee participation in the Foundation's internal campaign.
⁶ % of students receiving CWI Foundation awards	38%	100%	100%	100%	By 2013 award Foundation scholarships to at least 33% of all eligible CWI students, including those with automatically renewing scholarships.
⁷ CWI Foundation scholarships awarded	231	297	407	516	
⁷ Total CWI Foundation dollars awarded.	\$342,304	\$363,782	\$293,626	⁹ \$332,659	
Institutional Priority 4: Community Connections					
Workforce Development Student/participant satisfaction rates	*	100%	87%	94.97%	80% of student responses report that they are satisfied that their experience in BP/WD programs provided professional enrichment.

College of Western Idaho

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Footnotes

¹**PTE Placement:** Percentages were changed to reflect placement in either a credential related field or continuing education, not all forms of placement.

²**Student/Participant Satisfaction:** In 2012 the performance measure changed from "End of course/event evaluation results will average 2.5, (using a 4.0 Likert scale satisfaction survey) to demonstrate overall satisfaction" to "End of course/event evaluation results will average 70% to demonstrate overall satisfaction."

³**Retention:** Number of full-time and part-time freshmen returning for a second year or program completion if professional-technical program of less than one year. Break out full-time numbers from part-time numbers; this counts as one measure

⁴**Cost per credit hour:** Includes Instructional Costs, Student Services, and Institutional Support dollars (IPEDS Finance, Part C. Credits are from census day (IPEDS). FY11 and FY12 numbers were changed to reflect the same calculations to establish an accurate comparison. This calculation does not use weighting of credits, thus differing from Spring 2014 report

⁵**Efficiency:** Certificate (of at least one year in expected length) and degree completions per \$100,000 of education and related spending by institutions. Use the IPEDS Part C Instruction Costs, Student Services, and Institutional Support Dollars, divide that by the number of one-year certificates and degree completions, then divide that number into \$100,000

⁶**CWI Foundation Scholarships:** For the purpose of this performance measure, CWI Foundation considers "eligible CWI students" to be any students who put forth an effort to receive a scholarship. CWI's goal was to meet or exceed funding of one- third of the total qualified student applications received

⁷**CWI Foundation Awards:** Numbers updated to reflect actual acceptance of awards

⁸**Retention Rates:** Retention rates are not calculated until Fall census date, Oct 15

⁹**CWI Foundation dollars awarded:** This is a preliminary number pending audited financial statements

For More Information Contact

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North Idaho College

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

Founded in 1933, North Idaho College is a comprehensive community college located on the beautiful shores of Lake Coeur d'Alene. NIC offers more than 150 degrees and certificates in a wide spectrum of academic transfer and professional-technical programs.

The college serves a five-county region through regional centers in Bonners Ferry, Kellogg, and Sandpoint, as well as through an extensive array of Internet and interactive video conferencing courses. NIC also plays a key role in the region's economic development by preparing competent, trained employees for area businesses, industries, and governmental agencies.

NIC's campus lies within the city limits of Coeur d'Alene, Idaho, a lakeside city with a growing population of 46,000 residents. Metropolitan amenities are close by with Spokane, Washington, a city of approximately 210,000 just 30 minutes away.

Core Functions/Idaho Code

North Idaho College is a two-year community college as defined by Idaho Code 33, Chapter 21 and 22. The core functions of North Idaho College are to provide instruction in academic courses and programs and in professional technical courses and programs. As a part of professional technical education, the college also offer workforce training through short- term courses, contract training for business and industry, and non-credit, special interest courses.

As a second core function, the college confers the associate of arts degree and the associate of science degree for academic programs, and confers the associate of applied science degree and certificates for professional technical programs. Students obtaining an associate of arts or an associate of science degree can transfer with junior standing to all other Idaho public colleges and universities.

Revenue and Expenditures

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Funds	\$10,893,900	\$8,742,900	\$9,677,200	\$10,029,600
Economic Recovery	\$429,600	\$177,600		
Liquor Fund	\$200,000	\$200,000	\$200,000	\$200,000
Property Taxes	\$12,164,500	\$12,463,900	\$13,462,200	\$13,800,100
Tuition and Fees	\$9,778,100	\$10,579,300	\$14,067,100	\$13,728,200
County Tuition	\$735,800	\$735,800	\$735,800	\$735,800
Misc. Revenue	\$810,000	\$641,500	\$1,132,900	\$245,600
Total	\$35,011,900	\$33,541,000	\$39,275,200	\$38,739,300
Expenditures	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$22,919,100	\$23,497,000	\$26,160,500	\$28,554,500
Operating Expenditures	\$11,477,000	\$9,390,900	\$12,466,700	\$9,757,900
Capital Outlay	\$615,800	\$653,100	\$648,000	\$426,900
Total	\$35,011,900	\$33,541,000	\$39,275,200	\$38,739,300

North Idaho College

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
<u>Annual Unduplicated Headcount</u> ¹				
- Professional Technical	989	1,184	1,025	1,051
- General Studies	7,615	7,798	7,304	6,721
- Adult Basic Education	1,211	1,041	932	821
- GED ³	764	680	598	734
- Workforce Training	6,298	6,304	4,421	4,807
<u>Annual Enrollment FTE</u> ²				
- Professional Technical	750	760	701	659
- General Studies	4,016	4,114	4,015	3,508
- Adult Basic Education	76	86	67	69
- GED ³	11	10	9	11
- Workforce Training	342	306	345	419
GED Credentials Awarded ³	527	457	403	608

¹ Numbers are unduplicated within specific groups, but duplication over all groups is likely. Workforce Training methodology changed FY 2013.

² Professional Technical and General Studies FTE is based on total credits for the year (end-of-term, summer, fall, and spring terms) divided by 30; Adult Basic Education, GED, and Workforce Training FTE is based on 15 hours = 1 credit, 30 credits for the year = 1 FTE.

³ New, more rigorous GED tests were released in January 2014. As word got out this caused a great increase of students taking the test in November and December 2013. Students could have started the GED Tests as early as 2002, but had to complete and pass them by 2013 or their tests were no longer valid. It expected that 2015 GED completion rate will be greatly reduced not only because of its rigorous content but it is also administered on the computer for the first time which requires more preparation.

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Student Success					
<u>Graduation Rate</u> ¹ Total Degree Production	795	1,058	1,083	996	Maintain graduation rate at or above the median for IPEDS peer group.
<u>Graduation Rate</u> ^{1A} Unduplicated headcount of graduates & % of graduates to total unduplicated headcount (PSR-1, Annual, SBOE definition)	Prior to PSR-1 Annual Report	13.0% Based on 978 grads & 7,522 headcount	14.8% Based on 1,038 grads & 7,002 headcount	14.6% Based on 930 grads & 6,374 headcount	Maintain graduation rate at or above the median for IPEDS peer group.
<u>Remediation</u> ² Number of first-time freshman who graduate from an Idaho high school in the previous year requiring remedial education.	69.9% Based on 317 placed (of 453 enrolled)	68.9% Based on 377 placed (of 547 enrolled)	67.8% Based on 360 placed (of 531 enrolled)	66.5% Based on 323 placed (of 486 enrolled)	This measure is an input from the K-12 system and is not benchmarkable, per SBOE.

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<u>Retention Rate</u> ³ Total full-time new and transfer-in students that are retained or graduate the following year	Prior to VFA involvement	57.8% (Fall 2010 cohort)	52.0% (Fall 2011 cohort)	Not yet available	Meet or exceed ranking within VFA comparative group. To be defined after three years of VFA data is collected.
Stewardship					
Efficiency – Certificate and degree completions per \$100,000 of financials. ⁴ (Does not include certificates of less than one year.)	2.32 Based on \$32,453,117 & 752 awards	2.33 Based on \$36,764,730 & 856 awards	2.78 Based on \$37,330,868 & 1,036 awards	FY'14 financials not yet available	Maintain completions per \$100k of financials at or above that of IPEDS peer group.
Cost per credit hour ⁵	\$225.16 Based on \$32,453,117 & 144,131 credits	\$256.84 Based on \$36,764,730 & 143,142 credits	\$265.68 Based on \$37,330,868 & 140,510 credits	FY'14 financials not yet available	Maintain cost per credit hour at or below that of IPEDS peer group.
Community Engagement					
<u>Dual Credit</u> ⁶ --- Unduplicated headcount --- Total credits earned	856 8,142	895 9,187	888 10,039	921 9,884	This measure is an input from the K-12 system and is not benchmarkable, per SBOE.
Distance Learning Proportion of Credit Hours ⁷	16.09% Based on 10,803 of 67,142 credits (Fall 2010)	20.62% Based on 14,262 of 69,163 credits (Fall 2011)	21.42% Based on 14,789 of 69,026 credits (Fall 2012)	24.65% Based on 15,051 of 61,055 credits (Fall 2013)	Increase by 2% annually for a total of 25%.

Performance Measure Explanatory Notes

¹ Degrees/Certificates Awarded are based on awards reported to IPEDS. Includes summer, fall, and spring terms. FY2012 number has been revised. FY14 number as of 08.01.14 (IPEDS not yet available.)

^{1A} Based on PSR-1 Annual Report, SBOE definition. Excludes non-degree seeking and dual credit students. FY2014 graduates number as of 08.01.14 (IPEDS not yet available.)

² Includes summer, fall, and spring terms. Includes only those students that have a valid placement test score; includes both degree-seeking and non-degree-seeking; a majority of those without scores are non-degree seeking students; Dual Credit students not included; limited to students with HS transcript on file at NIC. (SBOE Remediation Report)

³ Source: Voluntary Framework of Accountability (VFA) Year One. Cohort definition: First-time to post-secondary + first-time at NIC, including transfer-in. Includes both degree- and non-degree students. 10th day snapshot. Full-time students only. Excludes dual credit.

⁴ Certificates (of at least one academic year or more) and degree completions per \$100,000 of education and related spending. Includes Instruction, Student Services, and Institutional Support dollars (IPEDS Finance, Part C). Does not include certificates of less than one year (IPEDS Completions). FY2012 number has been revised. This measure is tentative pending further review by CFOs.

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⁵ Includes Instruction, Student Services, and Institutional Support dollars (IPEDS Finance, Part C). Credits (unweighted) are from census day, timeframe of July 1 – June 30 (IPEDS 12-month enrollment). This measure is tentative pending further review by CFOs.

⁶ Based on end-of-term, includes summer, fall, and spring terms. Source: SBOE Dual Credit Report.

⁷ Number of distance learning student credit hours out of number of both non-distance and distance student credit hours, end-of-term. Distance Learning defined by Instructional Methods, including Internet, Blackboard Live, Hybrid, and IVC-receiving sites.

Performance Highlights

NIC increases healthcare offerings

NIC continued to work hand-in-hand with Kootenai Health to identify healthcare needs and partner with four-year schools to provide the necessary training to meet industry demands. NIC expanded the capacity of its nursing program, was awarded accreditation for its Medical Assistant program, had its Physical Therapist Assistant program greenlighted by the Commission on Accreditation in Physical Therapy Education, and became the first community college in Idaho to offer a two-year Healthcare Informatics degree.

Wood Products Manufacturing Center for Excellence developed

Through a \$281,036 grant awarded by the Idaho Department of Labor, NIC developed a Wood Products Manufacturing Center for Excellence. The center trains workers on industrial controls, saw filing and log scaling to fill openings created by existing workers retiring and increased production. Idaho Forest Group, Potlatch Corp. and Stimson Lumber Co. are contributing a combined \$93,679 match to train workers for jobs that pay \$16 to \$24 per hour.

Sandpoint science lab opened

Students will now be able to complete an associate's degree in Sandpoint with the addition of a science lab that opened last fall. NIC at Sandpoint students no longer have to make the commute to Coeur d'Alene to take the science laboratory courses necessary to complete a two-year associate's degree. The lab was built with generous contributions of Sandpoint community members.

New high school pathways program developed

NIC entered into a partnership with Sandpoint-based Forrest Bird Charter School to create a new educational model: Pathways in Technology Early College High School (P-TECH). Funded with a \$400,000 J.A. and Kathryn Albertson Foundation grant, the program is designed to create a pathway for students who otherwise might not take the next step after high school in their education. P-TECH students will collaborate with local industries in the fields of aerospace, healthcare, information technology and high-tech manufacturing.

NIC hosts NJCAA National Wrestling Tournament

NIC hosted the NJCAA National Wrestling Tournament in February and March. A total of 257 wrestlers representing 39 community colleges across the country competed at the prestigious event held at the Spokane Convention Center.

Entrepreneur business program takes off

Because of a \$100,000, three-year grant from Avista Utilities, NIC is offering an Integrated Business Entrepreneurship program. Students are learning how to evaluate their business concepts and start their own businesses. After students develop a working business plan and earn a certificate, they'll be eligible to apply for a business loan of up to \$15,000 through the Avista Micro-Enterprise Loan Fund.

Graphic Design students create county seal

NIC Graphic Design students built a new website for Jobs Plus Inc. (the economic development corporation for the Coeur d'Alene area) which, in turn, awarded that program a one-time investment of \$6,000 and established a grant that will sponsor two scholarships totaling \$4,000 annually. Those scholarship students will design, support and maintain the new Jobs Plus website. A graphic design student also designed the new logo for Kootenai County seal, which was unveiled earlier this month.

Aerospace Center for Excellence graduates first cohort

NIC opened its Aerospace Center for Excellence last fall to meet the needs of the rapidly growing aerospace industry. The center was built with a \$2.97 million federal grant and should create 520 jobs by 2015 with an average salary of \$43,500, according to IDOL projections.

NIC wrestlers give back for back-to-school

For the first time, the NIC wrestling team gave away school supplies to more than 400 people through their "We Care" program, in which they raise funds through T-shirt sales and donations. The team has raised more than \$8,000 for Susan G. Komen for the Cure - Coeur d'Alene through the program. In addition, since 2002, the NIC wrestling team has distributed more than 12,000 books to elementary students through the Shirley Parker Reading program, which was established in partnership with Parker Toyota.

NIC partners to create Gathering Garden

NIC partnered with the Kootenai Environmental Alliance to create the Gathering Garden, an all-volunteer effort to build an urban farming and garden education center. The one-acre Gathering Garden helps faculty by expanding their curriculum: Herbs grown in the garden can be used by students in the culinary program, for instance. A pumpkin patch will be used by the Children's Center. The garden is a community resource as well. Much of the food grown in the Gathering Garden goes to local food banks. Community members have the opportunity to work in the garden in exchange for some of the food grown there or to buy food from the garden.

New NIC Cecil mascot unveiled

Cecil the Cardinal celebrated his 80th birthday last night with a makeover during the North Idaho College halftime show at the men's basketball game (a 96 - 60 victory over Colorado Northwestern Community College) Thursday, Jan. 17. He electrified the crowd with some high-flying dunks in his new wings after the old mascot was carted off the court in an ambulance. Video of the halftime show can be seen at www.youtube.com/user/NorthIdahoCollege/.

NIC student newspaper places 4th with 4-year schools

Even though North Idaho College is a two-year school, its student newspaper, *The Sentinel*, took fourth-place for Best Four-Year Newspaper in the Best of Show contest at the annual Associated Collegiate Press and Collegiate Media Association media convention in New Orleans on Oct. 26. Due to a clerical error, *The Sentinel* competed against four-year schools.

The ACP awarded NIC student Connor Coughlin, of Coeur d'Alene an honorable mention for editorial cartooning. *The Sentinel* was also named as an ACP Newspaper Pacemaker finalist. The ACP Newspaper Pacemaker contest has awarded general excellence in collegiate newspapers for 86 years and entries were judged by the staff at the Miami Herald this year.

NIC skeet, trap club earn \$11,250 at competition

The North Idaho College Breaking Clays Club had a great performance at the Upper West Coast Conference Clay Target Championships held Oct. 11 - 13 in Spokane, with several students taking home first-place awards. The competition is coordinated by the Association of College Unions International. The NIC club earned \$11,250 in prize money during the three-day event, which will be put toward the club's endowment fund.

For more information, contact

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Part 1 – Agency Profile

Agency Overview

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 Idaho territorial 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

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Revenue and Expenditures¹:

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
Approp: General Funds	\$103,804,200	\$100,824,500	\$105,645,666	
Approp: Federal Stimulus	\$1,454,304	\$367,641	\$0	
Approp: Endowment Funds	\$6,164,400	\$6,164,400	\$6,466,800	
Approp: Student Fees	\$58,158,895	\$65,528,071	\$68,472,665	
Institutional Student Fees	\$20,467,224	\$12,810,386	\$14,185,285	
Federal Grants & Contracts	\$92,730,000	\$89,897,206	\$85,949,538	
State Grants & Contracts	\$4,748,152	\$5,171,783	\$5,203,701	
Private Gifts, Grants & Contracts	\$4,947,987	\$3,750,735	\$3,881,344	
Sales & Serv of Educ Act	\$9,791,049	\$10,178,009	\$10,235,562	
Sales & Serv of Aux Ent	\$33,440,256	\$34,042,490	\$35,453,721	
Indirect Costs/Other	\$40,568,173	\$21,562,931	\$32,218,097	
Total Revenues	\$376,274,640	\$350,298,154	\$367,912,379	
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Instruction	\$86,639,313	\$94,332,305	\$107,843,887	
Research	\$75,413,369	\$73,787,474	\$72,900,119	
Public Service	\$31,133,657	\$27,841,836	\$30,107,395	
Library	\$4,093,600	\$4,297,332	\$4,736,032	
Student Services	\$11,798,205	\$11,949,353	\$13,733,579	
Physical Plant	\$45,018,045	\$47,841,115	\$47,883,906	
Institutional Support	\$27,590,583	\$25,207,537	\$20,231,660	
Academic Support	\$11,594,229	\$12,237,329	\$14,283,458	
Athletics	\$11,003,975	\$12,198,103	\$13,025,690	
Auxiliary Enterprises	\$27,774,298	\$27,424,058	\$26,308,429	
Scholarships/Fellowships	\$22,147,967	\$11,944,669	\$10,425,552	
Other	\$0	\$0	\$0	
Total Expenditure	\$354,207,241	\$349,061,111	\$361,479,707	

¹These 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 2011	FY 2012	FY 2013	FY 2014
Annual (unduplicated) Enrollment Headcount ¹				
- Undergraduate	9,760	9,883	9,650	9,203
- Graduate	2,581	2,577	2,385	2,215
- Professional	375	388	367	350
Total	12,716	12,848	12,402	11,768
Annual Credit Hours Taught ¹				
- Undergraduate	276,658	279,969	276,431	263,730
- Graduate	32,515	31,943	29,149	27,595
- Professional	11,517	12,226	11,691	10,760
Total	320,690	324,138	317,271	302,085
Annual Enrollment FTE ²				
- Undergraduate	9,222	9,332	9,214	8,791
- Graduate	1,355	1,331	1,215	1,150
- Professional	394	420	401	363
Total	10,971	11,083	10,830	10,304
Degrees Awarded ³				
- Undergraduate (Bachelors only)	1,688	1,761	1,981	2,003
- Graduate (Masters, Specialists and Doctorates)	675	725	745	638
- Professional (J.D, Ed.D., and D.A.T.)	106	106	129	133
Total	2,469	2,592	2,855	2,774
Graduates – Unduplicated Headcount				
- Undergraduate (Bachelors only)	1,586	1,665	1,889	1,886
- Graduate (Masters, Specialists and Doctorates)	674	722	738	635
- Professional (J.D, Ed.D., and D.A.T.)	106	106	129	133
Total	2,366	2,493	2,756	2,654
Percent of Graduates to Unduplicated Headcount				
- Undergraduate	16.3%	16.8%	19.6%	20.5%
- Graduate	26.1%	28.0%	30.9%	28.7%
- Professional	28.3%	27.3%	35.1%	38.0%
Dual Credit hours taught ⁴				
- Total Annual Credit Hours	1,709	2,923	5,034	5,021
- Total Annual Student Headcount	514	778	1,303	1,136
Undergraduate students participating in Study Abroad and National Student Exchange programs ⁵				
- Number	375	458	411	508
- Percent	4.3%	5.2%	4.8%	6.2%
Remediation ⁶				
- Number of New Frosh from Idaho who need remediation in English/Reading	121 / 1060	151 / 1096	117 / 1092	161 / 1086
- Percent	11%	14%	11%	15%
Percent of undergraduate students participating in research programs ⁷				
	69%	74%	74%	67%
Number and Percent of UG degrees conferred in STEM fields ⁸				
UI Number / Percent	585 / 1688 35%	580 / 1761 33%	655 / 1981 33%	748 / 2003 37%
Percent of students participating in service learning opportunities ⁹				
- Number	3,800	3,424	3,151	2,026
- Percent	40%	35%	33%	22%

University of Idaho

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Percent disadvantaged minority ¹⁰				
- full-time faculty	3.4%	3.6%	3.2%	3.3%
- full-time staff	4.8%	4.8%	4.9%	5.2%
- full-time students	8.8%	9.4%	9.5%	9.6%

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 Annual 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.

University of Idaho

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmarks
<u>UI Goal 1, Objective A</u> Undergraduate average years-to-degree ¹	4.58	4.46	4.49	4.48	4.50 or lower
<u>UI Goal 1, Objective A</u> Undergraduate certificates and degrees awarded per 100 undergraduate student FTE	18.2	18.9	21.5	22.8	20.0
<u>UI Goal 1, Objective B</u> First-year New Frosh Retention Rate ² Full-time: Number / Percent Part-time: Number / Percent	1416 / 1757 81% 10 / 23 44%	1368 / 1718 80% 8 / 35 23%	1213 / 1585 77% 15 / 46 33%	1242 / 1580 79% 11 / 37 30%	83% Peer median
<u>UI Goal 1, Objective B</u> First-year New Transfer Retention Rate Full-time: Number / Percent Part-time: Number / Percent	484 / 619 78% 76 / 129 59%	510 / 649 79% 71 / 120 59%	544 / 702 77% 63 / 109 58%	443 / 570 78% 52 / 103 50%	76% Peer median
<u>UI Goal 1, Objective B</u> Six-Year Graduation Rate ² UI Rate, Full-time New Frosh	55%	51%	56%	54%	62% Peer Median
<u>UI Goal 2, Objective A:</u> Grant applications supporting or requiring interdisciplinary activities ³ - Number - Percent	164 18%	395 39%	241 25%	421 44%	50%
<u>UI Goal 2, Objective A</u> Expenditures (in millions) from competitive grants & contracts ⁴ per full-time instruction and research faculty ⁵	\$87,207 / 632 = \$137,986	\$96,229 / 581 = \$165,626	\$97,227 / 590 = \$164,792	\$95,891 / 582 = \$164,761	\$150,000
<u>UI Goal 4: Objective B</u> 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	97% 92% Not Surveyed	97% Not Surveyed Not Surveyed	96% Not Surveyed 91%	97% 88% Not Surveyed	95% 75% Public Universities 88%
<u>UI Goal 4, Objective C</u> Institution primary reserve ratio comparable to the advisable level of reserves ⁹	36%	30%	33%	33%	40% Industry Standard

University of Idaho

Performance Measurement Report

UI Goal 4, Objective C Cost per undergraduate weighted credit hour ¹⁰	\$ 290	\$ 292	\$ 320	Available Fall 2014	\$ 300
UI Goal 4, Objective C Degree completions per \$100,000 in Education and Related expenditures ¹¹	1.76	1.78	1.87	Available Fall 2014	2.00

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. Enhanced tracking of interdisciplinary grants resulted in higher values for FY2013 (Reported in FY2014).

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. Includes all "satisfied" response categories.

⁸ From UI Staff Survey, which is conducted every third year.

⁹ As reported by UI Business and Accounting Services, Benchmark based on NACUBO recommendations. Values represent calculations for prior fiscal year.

¹⁰ Total weighted undergraduate credit hours from EWA divided by undergraduate dollars from Cost of College report.

¹¹ All UI degrees awarded per \$100,000 undergraduate dollars from Cost of College report.

Performance Highlights:

1. **High 79% 1st year retention rate for full-time new frosh**, which is the highest in the state.
2. **Nearly \$100 million in funding from competitive externally funded grants and contracts.** This represents about \$165,000 per full-time instruction or research faculty member.
3. **High percentage of undergraduate degrees awarded in STEM fields**, 37% in FY2014, highest in the state. STEM=Science, Technology, Engineering & Math – defined according the Complete College America taxonomy.

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Boise State University

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

Boise State University is a public, metropolitan research university offering an array of undergraduate and graduate degrees and experiences that foster student success in and after their college years, lifelong learning, community engagement, innovation and creativity. Research and creative activity advance new knowledge and benefit students, the economy, the community, the state and the nation. Boise State is leading the way to Idaho's goal of ensuring that 60 percent of the state's 25- to 3195-year-olds have a degree or certificate by 2020, and produces more than 40 percent of all bachelor's degrees awarded by Idaho public universities.

Boise State University employs over 3,000 full and part-time employees, including approximately 1,300 full-time professional and classified staff and more than 600 full-time faculty members. The main campus of Boise State University is located at 1910 University Drive Boise Idaho. Classes are also provided at Gowen Field Air Base, Mountain Home Air Force Base, Twin Falls (CSI campus), Coeur d'Alene (Lewis-Clark State College), Lewiston (Lewis-Clark State College), Micron Technology, downtown Boise (BoDo) and Boise State University at College of Western Idaho. In addition, Boise State University provides a growing number of online courses and programs that are available across the state and nation.

Boise State University offers studies in nearly 200 fields of interest with 82 master's and 9 doctoral programs offered through seven colleges: College of Arts and Sciences, College of Engineering, College of Social Sciences & Public Affairs, College of Education, College of Health Sciences, College of Business and Economics, and the Graduate College.

Boise State University is governed by the Idaho State Board of Education which is statutorily designated as the Board of Trustees for the institution. Dr. Robert Kustra has served as President since 2003.

Core Functions/Idaho Code

Boise State University is created by Idaho Code Title 33, Chapter 40. Idaho Code 33-4001 provides the primary function of Boise State University to be that of "an institution of higher education" and "for the purposes of giving instruction in college courses..." In addition, it provides the "standards of the courses and departments maintained in said university shall be at least equal to, or on a parity with those maintained in other similar colleges and universities in Idaho and other states," and that the "courses offered and degrees granted at said university shall be determined by the board of trustees."

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Boise State University

Performance Measurement Report

Revenue and Expenditures:

Revenue	FY 2011	FY 2012	FY 2013*	FY 2014*
Approp: General Funds	\$70,116,300	\$67,101,400	\$74,104,600	
Approp: Federal Stimulus	\$1,381,100			
Approp: CAES	\$0	\$530,400	\$0	
Approp: Student Fees	\$61,818,400	\$70,126,300	\$76,318,400	
Institutional Student Fees	\$24,094,812	\$27,302,419	\$31,241,972	
Federal Grants & Contracts	\$91,434,574	\$114,526,277	\$125,100,129	
State Grants & Contracts	\$2,897,135	\$3,379,468	\$2,502,674	
Private Gifts, Grants & Contracts	\$17,621,575	\$17,222,042	\$24,613,704	
Sales & Serv of Educ Act	\$0	\$1,117,122	\$0	
Sales & Serv of Aux Ent	\$47,671,784	\$53,053,482	\$53,138,693	
Indirect Costs/Other	\$12,801,879	\$20,470,917	\$25,874,959	
Total Revenues	\$329,837,559	\$374,829,827	\$412,895,131	
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Instruction	\$90,631,721	\$92,024,606	\$102,215,854	
Research	\$15,026,939	\$19,967,082	\$30,867,286	
Public Service	\$12,396,695	\$11,803,939	\$13,087,970	
Library	\$6,997,873	\$6,902,947	\$7,291,196	
Student Services	\$11,941,830	\$12,117,207	\$16,026,556	
Physical Plant	\$15,081,111	\$15,398,849	\$20,339,348	
Institutional Support	\$26,710,970	\$28,989,836	\$29,764,591	
Academic Support	\$15,686,466	\$18,826,838	\$19,966,959	
Athletics	\$32,806,108	\$2,214,700	\$2,424,400	
Auxiliary Enterprises	\$33,068,047	\$65,628,987	\$71,628,012	
Scholarships/Fellowships	\$71,650,735	\$100,781,335	\$103,846,409	
Other (planned use of one-time funds) CAES	\$1,381,100	\$173,501	(\$4,563,450)	
Total Expenditure	\$333,379,595	\$374,829,827	\$412,895,131	

*Excludes Special Programs. These are budget numbers as presented to the State Board of Education in the annual Sources & Uses Report.

Graphs will be added later by DFM

Boise State University

Performance Measurement Report

Part I: Profile of Cases Managed and/or Key Services Provided

	FY 2011	FY 2012	FY2013	FY2014
	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
1. Enrollments:				
Fall Enrollment on Fall Census Day (Oct. 15)				
--Total			22,678	22,003
--Undergraduate			19,657	19,042
--Graduate			3,021	2,961
Fall Enrollment on 10 th Day Snapshot				
--Total	19,993	19,664	20,264	19,340
--Professional Technical	0	0	0	0
--Undergraduate	17,349	17,368	17,630	16,901
--Graduate	2,644	2,296	2,634	2,439
Degree Seeking Student Enrollment on Fall Census Day (Oct. 15)				
--Total			19,166	18,695
--Undergraduate			17,065	16,561
--Graduate			2,101	2,134
Annual Enrollment Total Headcount from PSR 1 Student Enrollment Report (End of Term; unduplicated count of students attending Su, Fa, and/or Spr)	29,410	28,544	30,015	29,426
--Non-Degree Seeking (Graduate and Undergraduate)	5,269	4,242	5,283	5,257
--Early College	2,024	2,420	2,687	2,725
--Undergraduate (degree seeking)	19,245	19,358	19,470	18,818
--Graduate (degree seeking)	2,872	2,524	2,575	2,626
2. Student Credit Hours (SCH) (Su, Fa, and/or Spr) (see Part II for Cost per credit hour delivered)				
Annual SCH Attempted (End of Term) Total	497,494	490,799	492,498	478,219
--Professional Technical	0	0	0	0
--Undergraduate	452,683	450,743	449,577	433,717
--Graduate	44,811	40,056	42,921	44,502
Annual SCH Earned (End of Term) Total	431,483	427,449	432,301	426,854
--Undergraduate	388,352	389,090	391,342	384,917
--Graduate	43,131	38,359	40,959	41,937
SCH earned as a % of Attempted Total	86.0%	86.2%	86.7%	89.3%
--Undergraduate	85.0%	85.3%	85.9%	88.7%
--Graduate	96.1%	95.7%	95.3%	94.2%
3. Dual Enrollment¹ and Distance Education²				
Dual Enrollment Student Credit Hours – 12 month academic year	9,435	10,770	11,607	12,111
Dual Enrollment Distinct Students – 12 month academic year	2,030	2,410	2,666	2,699
Distance Education Student Credit Hours – 12 month academic year	52,590	55,571	60,146	66,058
Distance Education Distinct Students Enrolled – 12 month academic year	9,147	9,381	9,787	10,620

Boise State University

Performance Measurement Report

4. Degrees and Certificates Awarded (see Part II for Number of Distinct Graduates)

Count of Awards Made ³	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Professional Technical Degrees and Certificates	61			
Associate Degrees (Academic)	195	198	168	137
Bachelor's Degree (Academic)	2,575	2,770	2,882	2,901
Certificate - Graduate	121	170	171	195
Master's Degree	641	653	691	640
Doctorate Degree	11	11	11	34
Grand Total	3,604	3,828	3,942	3,913

5. Sponsored Projects Proposals and Awards ⁴ (see Part II for Externally Funded Research Expenditures)

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14
Total # of Proposals Submitted	368	340	361	435
Total # of Awards	257	299	233	290
Total Federal Appropriation (Earmark) Funding	\$732,088	0	0	(discontinued)
Total Recovery/Stimulus Funding	\$4,480,370	\$907,438	0	(discontinued)
Remainder of Sponsored Projects Funding	\$30,762,184	\$35,120,876	\$31,367,273	\$32,008,716
Total Sponsored Projects Funding	\$35,974,642	\$36,028,314	\$31,367,273	\$32,008,716

Part II – Performance Measures

Performance Measure	FY2011	FY2012	FY2013	FY2014	Performance targets FY15/FY19 ("benchmark")
Productivity Measures					
1. Count of Distinct Graduates	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
PTE Degrees and Certificates	59				0
Associate Degree (Academic)	195	195	165	132	135 / 135
Bachelor's Degree (Academic)	2,411	2,588	2,716	2,763	3,010 / 3,600
Certificate - Graduate	121	165	167	191	190 / 190
Master's Degree	641	651	691	640	745 / 835
Doctorate Degree	11	11	11	34	20 / 35
Grand Total ⁵	3,355	3,500	3,621	3,628	3,958 / 4,628
2. Research & Development Expenditures	FY 2011	FY 2012	FY 2013	FY 2014	FY15 / FY19
Total Research and Development Expenditures as reported to NSF	\$24.2M	\$27.9M	\$25.7M	Not available at this time ⁶	\$27.5M / \$37.5M
Externally Funded Research Expenditures	\$20.3M	\$21.8M	\$17.8M	\$17.3	\$18M / \$28M
3. Count of distinct STEM and STEM Education graduates ⁷	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
STEM Bachelor's Degree	272	309	354	402	425 / 590
STEM Education Bachelor's Degree	24	22	17	16	20 / 35
STEM Master's Degree	75	72	80	62	90 / 100
STEM Doctorate Degree	3	4	1	15	14 / 25
Grand Total	374	407	452	495	549 / 750

Boise State University

Performance Measurement Report

Progress Measures

4. Retention Rate*	Fall 2010 cohort	Fall 2011 cohort	Fall 2012 cohort	Fall 2013 ⁸ cohort	F2014 / F2019 Cohorts
% First to second year retention of baccalaureate-seeking, full-time, first time students	69.1%	71.4%	71.2%	74% (estimate 8/15/2014) ⁹	75% / 80%
% First to second year retention of baccalaureate-seeking, full-time transfer students	69.8%	72.7%	72.8%	73% (estimate 8/15/2014) ⁹	75% / 80%
5. Six-year Graduation Rate	Fall 2005 cohort	Fall 2006 cohort	Fall 2007 cohort	Fall 2008 ¹⁰ cohort	F2009 / F2013 cohorts
% of baccalaureate-seeking, full-time, first time students who complete program within 6 years	29.2%	29.0%	38.0%	39% (estimate 8/15/2014) ¹¹	42% / 50%
6. #Distinct graduates per 100 student FTE ¹² enrolled and distinct graduates per annual unduplicated enrollment by level*	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
Distinct grads/100 FTE (undergrad)	17.2	18.5	19.1	20.0	20.5 / 22.5
Distinct grads/100 FTE (graduate)	50.8	54.9	56.8	54.2	55.0 / 58.0
Distinct grads/ headcount enrollment (undergrad)	13.5	14.4	14.8	15.4	16.0
Distinct grads/ headcount enrollment (graduate)	26.9	32.8	33.7	32.9	34.0
7. # of new first-time freshmen from Idaho requiring remedial coursework*	Fall 2010	Fall 2011	Fall 2012	Fall 2013	FY15 / FY19
Number	108	123	102	110	100 / 100
Percent of total	8.4%	10.4%	8.7%	9.4%	8% - 11%

Efficiency Measures

8. Total Expense per EWA Weighted Student Credit Hour delivered* ¹³	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
Undergraduate only	\$235.52	\$252.13	\$267.81	Not available ¹⁴	Achieve consistent increase in efficiency of credit hour delivery ¹⁵
Undergraduate and Graduate	\$218.56	\$234.71	\$247.92	Not available	Achieve consistent increase in efficiency of credit hour delivery ¹⁵
9. Degrees & certificates awarded per \$100,000 total expense*	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
Undergraduate Degrees and Certs per Total undergraduate expense ¹⁶	1.64	1.63	1.57	Not available	Achieve consistent increase in efficiency of awarding of degrees and certificates ¹⁵
All levels degrees and certificates per total undergraduate + graduate expense ¹⁷	1.81	1.82	1.76	Not available	Achieve consistent increase in efficiency of awarding of degrees and certificates ¹⁵

Boise State University

Performance Measurement Report

10. Distinct Graduates per \$100,000 total expense*

	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY15 / FY19
Distinct baccalaureate graduates per total undergraduate expense ¹⁶	1.39	1.40	1.39	Not available	Achieve consistent increase in efficiency of production of graduates ¹⁵
Distinct degree graduates (baccalaureate, master's, doctoral) per total undergraduate + graduate expense ¹⁷	1.53	1.55	1.52	Not available	Achieve consistent increase in efficiency of production of graduates ¹⁵

Part III – Performance Highlights

- Boise State's number of doctoral graduates has tripled over the last several years, with 34 graduates in 2013-14. The increase is a result of the creation and maturation of a number of new doctoral programs, including the PhD in Materials Science and Engineering.
- Dual enrollment has increased by 33% over the past four years, with 2,666 students participating in 2013-14.
- The number of distinct baccalaureate graduates in FY 2013-14 was 2,762, continuing to increase our number of graduates each year. This number of graduates is 12.5% higher than the 2,413 graduates needed to be on target to meet the SBOE 60% goal.
- The number of distinct students receiving STEM or STEM Education degrees increased 32.0% to 495 from FY2010-11 to FY 2013-14.
- Boise State's six-year graduation rate increased dramatically between the 2006 cohort, which had 29% rate and the 2007 cohort, which had a 38% rate. Estimates indicate that the 2008 cohort will have a similarly high rate of graduation.

For More Information Contact

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Notes:

*Measure required by SBOE

¹ 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.

² Distance Education is characterized by: the use of one or more technologies to deliver instruction to students who are separated from the instructor and to support regular and substantive interaction between the students and the instructor, either synchronously or asynchronously. (Summarized from the language in the new Higher Education Opportunity Act.) Courses that are taught at a distance using educational technology are referred to as distance education (DE) classes.

³ The count of awards made is greater than the number of graduating students because some graduating students receive multiple awards.

⁴ "Sponsored Projects" refers to externally funded projects of all types (research, instructional, and public service) funded from all sources (federal, state, local, and private).

⁵ The grand total of graduates does not equal the sum of the graduates at each level because there is some duplication of individuals between levels (e.g., earning both a graduate certificate and a master's degree). The grand totals for FY15 and FY19 are calculated as 3.6% below the sum of distinct graduates at each level.

⁶ Total Research and Development Expenditures are submitted to NSF approximately in March for the previous fiscal year.

⁷ Number of graduating students with a STEM degree. STEM definition used is from Complete College America, which includes the following degrees:

Baccalaureate STEM degrees: BS Applied Mathematics, BS Biology, BS Chemistry, BS/BEng Civil Engineering, Computer Science, Electrical and Computer Engineering, Geoarchaeology, Geophysics, Geoscience, Materials Science & Engr, Mathematics, Mechanical Engineering.

Baccalaureate STEM Education degrees: Biology, Chemistry, Mathematics, Earth Science and Physics

Master's STEM degrees: MA or MS in Biology, MS in Raptor Biology, MS in Chemistry, MS in Geology, MS in Hydrologic Sciences, MS in Geophysics, MS in Mathematics, MEng or MS in Civil Engineering, MEng or MS in Computer Engineering, MS in Computer Science, MEng or MS in Electrical Engineering, MS in Materials Science and Engineering, MEng or MS in Mechanical Engineering

Master's STEM Education degrees: MS STEM Education, MS in Mathematics Education

Doctoral STEM degrees: PhD Electrical and Computer Engineering, PhD Geology, PhD Geophysics, PhD in Geosciences.

⁸ Retention for the Fall 2013 cohort is measured as the percent of the Fall 2013 cohort of first time, full-time baccalaureate-seeking freshmen that return to enroll in Fall of 2014.

⁹ Retention rate will be finalized as of the October 15 census date.

¹⁰ 6-year graduation rate of the Fall 2008 cohort is measured as the percent of the Fall 2008 cohort of first-time, full-time baccalaureate-seeking freshmen that graduated before the beginning of the fall 2014 semester.

¹¹ Graduation rate will be finalized as of September 5, which is after all summer graduates have cleared.

¹² FTE is calculated by adding all full time students and .33 of part time students.

¹³ Expense information is from the Cost of College study, which is produced yearly by Boise State's controller office. Includes the all categories of expense: Instruction/Student Services (Instruction, Academic Support, Student Services, Library), Institutional/Facilities (Cultural, Religious Life and Recreation, Museums, Gardens, etc., Net Cost of Intercollegiate Athletics, Net Cost of Other Auxiliary Operations, Plant Operations, Depreciation: Facilities, Depreciation: Equipment, Facility Fees Charged Directly to Students, Interest, Institutional Support), and Financial Aid. "Undergraduate only" uses Undergraduate costs and the sum of EWA weighted credit hours for remedial, lower division, upper division. "Undergraduate and graduate" uses undergraduate and graduate expenses, and includes EWA weighed credit hours from the undergraduate and graduate levels.

¹⁴ Cost of college report is submitted in December for the previous year, and is therefore not available for FY2013-14 at this time for development of these measures.

¹⁵ Consistent increase in efficiencies will be assessed using three-year running averages of ratios calculated with dollar figures that have been corrected for inflation.

¹⁶ Ratio is based on line 97 of Cost of College report for Total undergraduate expense. Prior years have been updated to reflect this clarification from SBOE.

¹⁷ Ratio is based on Line 73 column D of Cost of College report for total expense including both undergraduate and graduate expense.

Part I – Agency Profile

Agency Overview

Idaho State University (ISU) is classified as a Research University-High by the Carnegie Foundation. ISU is one of only 99 institutions in the country in this prestigious group.

Idaho State University strives 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 qualities to enhance technical, undergraduate, graduate, and professional education, health care, and other services provided to the people of Idaho, the Nation, and the World; 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.

ISU has six colleges: Arts and Letters, Business, Education, Pharmacy, Science and Engineering, and Technology. The Division of Health Sciences includes the College of Pharmacy, and the Kasiska School of Health Professions, School of Nursing, School of Rehabilitation and Communication Sciences, and Office of Medical and Oral Health. ISU's main campus and outreach centers are alive with the excitement of teaching, learning, creating and sharing of ideas. The jewel of southern Idaho—ISU's L.E. and Thelma E. Stephens Performing Arts Center—is a venue for local and international productions of the highest caliber. ISU, in its Board-assigned Mission, is the institution given the primary emphasis for education in the health professions and related biological and physical sciences. ISU has forty-five programs in the health professions. These high quality programs include postgraduate training in family medicine, dentistry, and pharmacy. Our faculty maintains mutually beneficial partnerships with health care institutions throughout the state. Researchers in ISU's Idaho Accelerator Center, in partnership with the Idaho National Laboratory and the Center for Advanced Energy Studies, collaborate on much-needed energy research.

Core Functions/Idaho Code

ISU is a publicly-supported institution of higher education as created under the laws of the State of Idaho, Idaho Statute Title 33, chapter 30 and is governed by the State Board of Education.

As a public Research University-High institution, ISU meets the needs of a diverse population with certificate, associate, baccalaureate, master's and doctoral degree offerings, as well as postgraduate residency training. ISU's programs in the health professions, including pharmacy, reflect ISU's commitment to development of unique programs in the health professions, consistent with its assigned mission. The preparation of teachers, administrators, and other education professionals is another primary emphasis at ISU. Programs in business and engineering respond to a variety of current and emerging demands within the state and region. ISU has expanded its nuclear science programming and continues its leadership in this area through its partnership with the Idaho National Laboratory and others. ISU is committed to maintaining strong arts and sciences programs as independent, multifaceted fields of inquiry and as the basis of other academic disciplines. The University offers a substantial array of graduate programs in the arts and sciences, education, and health professions. Within its College of Technology, ISU provides students high quality professional education and technical training in response to the needs of private industry.

Idaho State University

Performance Measurement Report

ISU is accredited by the Northwest Commission on Colleges and Universities (NWCCU). The NWCCU requires that the institution identify core themes that individually manifest elements of its mission and collectively encompass its mission. ISU's core themes are the following:



Learning and Discovery

Core Theme One:

Learning and Discovery. Idaho State University promotes an environment that supports learning and discovery through the many synergies that can exist among teaching, learning, and scholarly activity.



Access and Opportunity

Core Theme Two:

Access and Opportunity. Idaho State University 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.



Leadership in Health Sciences

Core Theme 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.



Economic and Social Impact

Core Theme Four:

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.

Idaho State University

Performance Measurement Report

Revenue and Expenditures ¹:

	2011	2012	2013	2014
Operating revenues				
Student tuition and fees (Gross)	\$ 85,524,029	\$ 94,773,660	\$ 98,660,992	
Scholarship discounts and allowances	\$ (22,998,668)	\$ (22,412,832)	\$ (24,723,681)	
Federal grants and contracts	13,653,117	9,661,792	9,416,032	
State and local grants and contracts	9,786,215	10,982,493	11,693,989	
Private grants and contracts	8,532,830	11,247,629	9,912,398	
Sales and services of educational activities	6,066,029	6,270,535	6,933,778	
Sales and services of auxiliary enterprises	12,426,182	13,573,775	13,737,710	
Other	3,470,991	5,021,161	3,404,559	
Total operating revenues	116,460,725	129,118,213	129,035,777	
Operating expenses	209,724,689	222,035,121	223,289,422	
Instruction	81,997,909	85,471,915	86,776,403	
Research	18,894,640	19,312,583	17,995,807	
Public Services	4,079,939	4,343,589	5,742,833	
Academic Support	11,290,300	12,695,432	12,185,540	
Libraries	2,420,898	2,366,721	2,474,672	
Student Services	7,426,260	7,534,390	8,394,274	
Institutional Support	16,111,400	18,474,297	20,282,672	
Maintenance & Operations	14,050,445	15,821,489	17,171,418	
Auxiliary Enterprises	21,906,573	23,024,144	22,499,994	
Scholarships and Fellowships	20,084,127	20,885,766	16,851,589	
Depreciation	11,462,198	12,104,795	12,914,220	
Operating income/(loss)	(93,263,964)	(92,916,908)	(94,253,645)	
Nonoperating revenues/(expenses)				
State appropriations:	75,402,147	71,158,994	77,032,719	
State General Account	61,632,435	57,323,100	62,631,800	
Endowment Income	2,124,036	2,123,271	2,125,560	
Other State Appropriations	2,646,998	2,604,540	2,662,418	
Professional Technical Education	8,998,678	9,108,083	9,612,941	
State Department of Public Works	7,375,601	4,413,710	2,431,128	
Title IV grants	27,767,664	26,076,231	24,104,048	
Gifts	5,396,289	4,609,727	5,484,315	
Net investment income	252,720	144,574	60,485	
Amortization of bond financing costs	(60,954)	(60,954)	(941,514)	
Interest on capital asset related debt	(3,355,101)	(3,177,831)	(2,354,492)	
Net nonoperating revenues/(expenses)	112,778,366	103,164,451	105,816,689	
Other revenue and expenses				
Capital gifts and grants	1,937,104	854,931	20,699	
Gain or (loss) on disposal of fixed assets	(85,946)	(10,243)	(329,069)	
Net other revenues and expenses	1,851,158	844,688	(308,370)	
Increase in net assets	21,365,560	11,092,231	11,254,674	
Net assets - beginning of year	169,536,346	190,901,906	201,994,137	
Net assets - end of year	\$ 190,901,906	\$ 201,994,137	\$ 213,248,811	

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Annual (unduplicated) Enrollment Headcount ²				
- Professional Technical	1,876	1,960	1,771	1,595
- Undergraduate	13,572	14,205	14,509	14,273
- Graduate	3,192	3,119	2,900	2,772
(Does not include Tech Prep students) Total:	18,640	19,284	19,180	18,640
Annual Enrollment Full-Time Equivalency (FTE) ³				
- Professional Technical	1,081	1,056	960	870
- Undergraduate	7,880	8,086	7,911	7,680
- Graduate	2,060	2,109	2,088	2,106
(Does not include Tech Prep students) Total:	11,021	11,251	10,959	10,656
Credit Hours Taught: ⁴				
- Total Credit Hours	318,263	324,889	316,236	307,042
- Professional Technical Credit Hours	32,417	31,693	28,785	26,111
- Academic Credit Hours	285,846	293,196	287,451	280,931
- Undergraduate Hours	236,411	242,573	237,330	230,388
- Graduate Hours	49,435	50,623	50,121	50,543
(Does not include Tech Prep students)				
Degrees/Certificates Awarded ⁵				
- Technical Certificates	204	192	219	167
- Associate	340	334	354	393
- Bachelor	1,064	1,118	1,136	1,181
- Master	404	480	480	474
- Doctorate	143	155	154	146
Total:	2,155	2,279	2,343	2,361
% awarded in Health Professions ⁶	32%	33%	32%	34%
% awarded in STEM Disciplines ⁷	19%	18%	19%	17%
Percent of 1st time freshmen who graduated from an Idaho high school in the previous year requiring remediation ⁸ (SBOE system-wide Strategic Plan Measure)				
- Total 1 st time freshmen cohort	747	945	856	784
- Total Requiring Remediation	277	376	283	270
- % Requiring Remediation	37%	40%	33%	34%

Revenue and Expenditures, Cases Managed and/or Key Services Provided Explanatory

Notes:

1. Data are from Idaho State University's audited financial statements.
2. Unduplicated headcount – a student is counted only once in a fiscal year based on the student's highest level in the FY. Tech Prep students are not included. Historically, Tech Prep students who were in high school and enrolled in Professional-Technical programs were counted in ISU's enrollment. Beginning in Fall 2010, Tech Prep students are not counted. Tech Prep data are removed for all years to aid in comparison.
3. Annual full-time equivalency (FTE) is calculated by dividing the total Undergraduate and Professional Technical credit hours (SCH) by 30; total Graduate SCH is divided by 24. Tech Prep students are not included in the data.
4. Credit hours generated by Tech Prep students are not included in the data.
5. Degrees are those awarded and posted as of July 30, 2014.
6. Certificates/Degrees with a U.S. Dept. of Education Classification of Instructional Programs (CIP) Code of 51 – Health Professions and Related Clinical Sciences, and Clinical Psychology degrees.

Revenue and Expenditures, Cases Managed and/or Key Services Provided Explanatory

Notes: (continued)

7. Certificates/Degrees with a CIP Code in Science, Technology, Engineering, and Mathematics (STEM) as defined by the Consortium for Student Retention Data Exchange (CSRDE).

8. Data are from the SBOE Remediation Report. The data represent the percent of students whose test scores (ACT, SAT, COMPASS) place them in remedial Math and English courses.

Performance Highlights:

Among the events that took place in FY 2014 during the execution of ISU's Plan were the following:



Learning and Discovery

- Scot Kelchner, associate professor in Biological Sciences, along with his colleagues, published a prominent article about phylogenetic networks in *Trends in Genetics*, a prominent and highly respected scientific journal followed closely by geneticists around the world.
- The College of Arts and Letters launched a program using iPads to improve student engagement and testing integrity.
- ISU scientists, graduate and undergraduate students, pieced together ancient animal tracks that date back 10,000 to 200,000 years ago along the American Falls Reservoir, using a sophisticated 3-D imaging device.
- Associate Professor of Sports Science and Physical Education, Michael Meyers, released research findings that concluded there is a significantly lower injury rate for collegiate women's soccer athletes playing on FieldTurf versus natural grass.
- Weighing the pros and cons of using genetic engineering to help save endangered species is explored by ISU Professor Michael Thomas, and colleagues, in an article in the journal *Nature*.
- Professor of Electrical Engineering, Steve Chiu, was one of 73 of the nation's most innovative, young engineering educators selected to take part in the National Academy of Engineering's fifth Frontiers of Engineering Education (FOEE) symposium.
- Maria Wong, professor and director of experimental training, in the ISU Department of Psychology, received \$1.62 million NIH grant for the study of sleep.
- Researchers at the ISU Stream Ecology Center, with support from the National Science Foundation and cooperation from the U.S. Forest Service, are investigating the ecological effects of the Russian Olive tree.
- Alan Johnson, Professor of English, was awarded an Idaho Humanities Council Fellowship which funded his research travel to the British Library, London, and to archives and nature reserves in India, in the spring of 2014.
- The National Science Foundation established a Critical Zone Observatory (CZO) network throughout the United States. Thanks to a \$2.5-million NSF grant to Idaho State University, one of those CZOs has been created in Southwest Idaho, on the Reynolds Creek Experimental Watershed, in Owyhee County. ISU will work closely with Boise State University and the U.S. Department of Agriculture's Agricultural Research Service, who will each receive sub-awards from this NSF grant.
- The Idaho State University Idaho Accelerator Center and Niowave, Inc. have received three new Department of Energy Small Business Innovation Research grants to create new, compact accelerators intended to provide various commercial uses.
- Lawrence H. Beaty, Executive Director and Chair of Idaho State University's Energy Systems Technology and Education Center, was one of 40 participants from colleges and universities nationwide selected to participate in a new National Science Foundation Engineering Ideas Lab.
- ISU music Professor and Director of the ISU School of Performing Arts, Thom Hasenpflug, attended the world premiere of his percussion music composition at the prestigious Vienna Conservatory in Austria.
- Idaho State University is leading a research project that will use unmanned aircraft systems (UAS) to create new methods of addressing agricultural crop threats in potato fields.

Idaho State University

Performance Measurement Report

Performance Highlights: (continued)

- In spring 2014, four Idaho State University faculty were selected for Fulbright Scholar and Specialist awards. Rajendra Bajracharya, professor and coordinator geomatics technology in the College of Technology, has received a Fulbright Scholar award to Kathmandu University, Nepal. Cynthia Blanton, associate professor, Division of Health Sciences, dietetics program, earned a Fulbright Scholar Award in nutrition to Canada. Philip Cole, professor in the Department of Physics and Astronomy in the College of Science and Engineering, has received a Fulbright Scholar Award in physics to Germany. Cory Schou, professor of informatics and director of the ISU Informatics Research Institute (IRI), has been selected for a Fulbright Specialists project in New Zealand, at University of Waikato during June/July 2014.



Access and Opportunity

- The Idaho Museum of Natural History (IMNH) at Idaho State University offered classes, programs, and special events throughout the fall to spark interest in the science, technology, engineering, and mathematics (STEM) fields.
- New Student Orientation and the Student Success Center partnered to create the First Year Experience (FYE) program. This program has been designed to increase retention for first-year students, allowing these students to achieve their academic goals at ISU.
- ISU Information Nights were held in Twin Falls, Pocatello, and Meridian to help future students learn about ISU programs and the advantages of applying early for scholarships and financial aid.
- ISU TRiO programs partnered with the Idaho Science and Engineering Festival Committee to provide opportunities to low-income, first generation high school students for access and opportunity to STEM careers and activities to Southeastern Idaho high school students.
- ISU hosted the Metropolitan Opera National Council District Auditions. The National Council Auditions program is designed to discover promising young opera singers and to assist in the development of their careers.
- ISU graduate, Robert Mahon, recently received the top award for the Inaugural US Geological Survey/Geological Society of America's Best Student Geologic Map Competition held at the 125th anniversary Geological Society of America Annual Meeting in Denver.
- The ISU Society of Physics Students (SPS) received the 2013 Outstanding Chapter Award from the National Society of Physics Students and the American Physical Society.
- The ISU student dietetics and consumer science organization, was the first-place recipient of the National Professional Project award from Phi Upsilon Omicron, the National Honor Society in Family and Consumer Sciences.
- The ISU Department of Civil and Environmental Engineering, hosted the 2014 Summer Transportation Institute (STI) program. The purpose of the program is to create awareness and stimulate interest in participants to take full advantage of the opportunities that exist in the transportation industry. The STI program is sponsored by the U.S. Department of Transportation and the Federal Highway Administration and is open to participants attending public and private schools across Idaho.
- The statewide Idaho IDeA Network of Biomedical Research Excellence, or INBRE, received a \$16.3 million, five-year renewal grant from the National Institutes of Health. This INBRE renewal runs 2014-2019 and will bring about \$1 million to Idaho State University, said Michael Thomas, professor of bio-informatics and ISU INBRE administrator. At ISU, the new INBRE funding will support 10-15 undergraduates per summer as research fellows, two to three graduate doctoral students per year, and will provide cutting-edge biomedical research equipment for faculty research, and student training, and fund seed and start-up grants for faculty.
- Credit hours from online courses increased 76% from FY 2011 to FY 2014 to 50,046. The number of students enrolled in online courses increased 51% to 7,999.
- International students have increased 153% to 928 from Fall 2010 to Fall 2013. In Fall 2013 86% of ISU students are Idaho residents.

Performance Highlights: (continued)



Leadership in the Health Sciences

- Mary Anne Hales Reynolds, Clinical Associate Professor in the School of Nursing, was chosen as a 2013 American Nurses Foundation-Nursing Research Grant recipient. This award will fund her nursing research study: "Palliative Care Needs of Young and Middle Age Adults (20-59) with a Potentially Life Limiting Cancer Diagnosis: A Pilot Study."
- El Korah Shriners and Idaho State University-Meridian, hosted a free screening clinic for children with orthopedic conditions, burns and spinal cord injuries.
- The University of Nevada, Las Vegas (UNLV) announced a five-year, \$20.3 million grant from the National Institutes of Health (NIH) to lead a health research network of 13 universities across the Mountain West, including Idaho State University.
- Clinical associate professor of pharmacy, Tracy Pettinger, recently completed a collaborated, multi-center clinical trial of the new medication, Onglyza for patients with Type 2 diabetes.
- ISU's Idaho Healthcare for Children and Families AmeriCorps program, housed at the Institute of Rural Health, received \$311,193 to fund 37 out of 140 AmeriCorps members across Idaho through next summer.
- The Idaho Department of Labor awarded ISU a \$532,180 grant to develop the Treasure Valley Anatomy and Physiology Laboratories, an 8,000-square-foot facility designed to enhance health professions education for students and practitioners.
- The College of Idaho's (C of I) joint physician assistant program received a \$100,000 grant from The ALSAM Foundation, based in Salt Lake City, to support renovations of a facility on the Caldwell campus. ISU and C of I are partnering to expand ISU's two-year Master of Physician Assistant Studies Program, and the grant is an important step in establishing a state-of-the-art facility that links C of I with existing ISU sites in Meridian and Pocatello.
- Karen Portillo, RDH, MD was a recipient of the Olav Alvares Award for Best Article Published in the Journal of Dental Education in 2013. Portillo was lead author of the paper published in the Journal of Dental Education entitled "A Survey of Degree Completion Programs in Dental Hygiene Education" Co-authors for this paper included Dr. Rogo and Dr. Cellucci.



Economic and Social Impact

- Satellite imagery and a Geographic Information Systems mapping tool created by the ISU GIS Training and Research Center and NASA's Applied Sciences Program helps Idaho in wildfire recovery planning.
- The National Science Foundation awarded a \$99,335 grant to Professor Hossein Mousavinezhad for the study of advanced algorithms for efficient use of electromagnetic spectrum, which ultimately could help relieve congestion on the World Wide Web and other "information superhighways."
- Free community health screenings, dental care, and hearing clinics are held at the Idaho State University-Meridian Health Science Center and in Pocatello.
- The Department of Dental Hygiene received grants from Idaho Power, and the Ronald McDonald House of Charities of Idaho to purchase mobile dental equipment, and start a school-based sealant program at Greenacres Elementary School.
- Benny's Pantry, an initiative within the Student Affairs division of ISU, opened in January 2014 in the Pond Student Union on the Pocatello campus. The pantry distributes non-perishable foods in an effort to help relieve the food insecurity where it may exist in the ISU community.
- The BIG Competition, designed to educate eastern Idaho entrepreneurs, inventors and students about early-stage financing, was sponsored by Idaho National Laboratory (INL), Idaho State University (ISU), Grow Idaho Falls, Bannock Development, the Eastern Idaho Economic Development Council and Riverbend Communications. The contest featured more than \$5,000 in prizes for winners in two tracks, collegiate and community.
- Idaho State University was among the recipients of the F.M. and Anne G. and Beverly B. Bistline Foundation Fund in the Idaho Community Foundation, which provided more than \$82,000 in grants to arts-focused non-profits in Southeast Idaho.

Idaho State University

Performance Measurement Report

Performance Highlights: (continued)



Stewardship of Institutional Resources

- Idaho State University Facilities Services, Associated Students of Idaho State University (ASISU), and the Green Up club teamed up to implement 350 new recycle bins, one in every classroom, through a \$1,100 grant from the Coca-Cola Company.
- ISU completed the Program Prioritization project of all academic and non-academic programs based on Robert Dickeson's model as represented in his book, "Prioritizing Academic Programs and Services: Reallocating Resources to Achieve Strategic Balance" (Jossey-Bass, 2010). The results of the twelve-month, data-driven effort were over 90 program recommendations. As part of this effort, a business intelligence web application focused at the program level, was developed for internal use by both deans and chairs, as well as the Provost and Vice President for Academic Affairs. Internally, this is known as Program Viability. The Program Viability web application will provide annual and historical data, for the use of on-going program decisions.

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Average undergraduate amount from grant or scholarship aid received, from the federal government, a state or local government, the institution, and other sources known by the institution ¹	\$4,830	\$5,121	\$5,000	\$5,041	\$5,200
Graduation Rates (Percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	31%	29%	35%	34%	*This measure is not a Strategic Plan metric.
Pass rates for required licensing & certification exams ²					
Nursing (RN) – ISU pass rate	89%	96%	91%	*%	Meets or exceeds national averages
Nursing (RN) – National pass rate	87%	88%	90%	*%	
Pharmacy – ISU pass rate	98%	100%	97%	*%	
Pharmacy – National pass rate	97%	98%	97%	*%	
Physician Assistant – ISU pass rate	96%	97%	97%	98%	
Physician Assistant – National pass rate	94%	91%	93%	94%	
External funding (grants & contracts) awarded annually to ISU ³	\$36,151,462	\$29,683,076	\$23,054,449	\$24,569,819	Increase by 2% per year
Average GPA of incoming full-time, first-year, degree-seeking freshmen ⁴	3.17	3.26	3.33	3.31	≥3.40

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Idaho State University

Performance Measurement Report

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Retention rate of full-time and part-time freshmen returning for a second year ⁵ (SBOE system-wide Strategic Plan Measure)					
-Total Full-time	2,807	2,457	2,400	2,143	
-Full-time Retained	1,777	1,502	1,491	1,440	
-Full-time % Retained	63%	61%	62%	67%	70%
-Total Part-time	882	712	734	710	
-Part-time Retained	419	343	327	332	
-Part-time % Retained	48%	48%	45%	47%	55%
Dual Credit Program ⁶ (SBOE system-wide Strategic Plan Measure)					
-Total Headcount (unduplicated)	1,434	1,669	1,914	2,111	1,800 dual credit students
-Total Credit Hours	8,644	10,453	11,438	12,746	
Number of undergraduate certificates and degrees, Number awarded per 100 FTE students ⁷ (SBOE system-wide Strategic Plan Measure)	1,599 18 per 100 FTE	1,634 18 per 100 FTE	1,698 19 per 100 FTE	1,735 20 per 100 FTE	Increase # undergraduate awards by 5% over next 3 years. Positively impact ratio by 5% over next 3 years
Cost per weighted credit hour to deliver undergraduate education ⁸ (SBOE system-wide Strategic Plan Measure)	\$184.02	\$187.67	\$197.44	Data will be available later	Positively impact by 5% over next 3 years
Completion of undergraduate certificates/degrees per \$100,000 of education and related spending ⁹ (SBOE system-wide Strategic Plan Measure)	2.02	1.98	2.00	Data will be available later	Positively impact this ratio by 5% over next 3 years.

Performance Measure Explanatory Notes:

1. Data are from the IPEDS Financial Aid survey and represents the average amount of aid from grants or scholarships received from the federal government, state/local government, the institution, and other sources known to the institution.
2. Pass rates for Nursing, Pharmacy, and Physician Assistant programs are provided as examples; pass rates for graduates of all academic health professions programs consistently meet or exceed the national pass rates. *FY 2014 pass rates for these programs will be available later.
3. Totals are for sponsored programs (research) and do not include federal Pell grants to students. FY 2014 data is tentative as of August 4, 2014.
4. Average high school grade point average of academic degree-seeking, first-time, full-time freshmen.
5. Data includes all degree-seeking freshmen enrolled in a fall semester that enroll in the subsequent fall semester, for example freshmen enrolled in Fall 2011 and enroll in Fall 2012. Students that were awarded a degree during the time period from fall-to-fall, for example Professional Technical Education (PTE) degrees, and did not re-enroll are counted in this calculation as "retained".
6. Credit hours and headcount data are from the State Board of Education Dual Credit Report.
7. Number of undergraduate certificates and degrees from programs over 1 year in length divided by the undergraduate full-time equivalency (FTE).
8. Total undergraduate costs for the categories Instruction, Student Services, and Institutional Support from Step 4 of the Cost of College report divided by the total weighted undergraduate credits hours from the Enrollment Workload Adjustment (EWA) Report, plus professional technical education (PTE) credit hours. PTE credit hours are not weighted.
9. Number of undergraduate certificates and degrees from programs over 1 year in length divided by the total undergraduate costs for the categories Instruction, Student Services, and Institutional Support from Step 4 of the Cost of College report.

For More Information Contact

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Lewis–Clark State College

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

Lewis-Clark State College (LCSC) was established by the Idaho State Legislature in 1893 as a regional Normal School dedicated to teacher training. Today, LCSC is one of Idaho's four public 4-year higher education institutions. LCSC's Carnegie classification is *Baccalaureate College—Diverse Fields*, with the “diverse” designation referring to the College's broad mix of undergraduate programs in the professions, arts, and sciences. The Carnegie classification of LCSC's size and setting is “small four-year, primarily non-residential.”

LCSC's credit and non-credit programs fall within three primary mission areas: academic programs, professional-technical programs, and community programs. In addition to its traditional 4-year baccalaureate programs, the College has been assigned a collateral mission of providing community college programs within its five-county area of operations (Clearwater, Idaho, Latah, Lewis, and Nez Perce Counties) by its governing body, the State Board of Education. The College emphasizes undergraduate teaching and learning (with research playing a supporting role to teaching), application of learning, direct interaction among students and faculty (LCSC does not utilize teaching assistants), and a small-college/small-class environment that maximizes the opportunities for the success of LCSC's traditional and non-traditional students.

LCSC's campus is located in Lewiston, ID. The College also delivers instructional programs at the LCSC Coeur d'Alene Center (in collaboration with its Northern Idaho Center for Higher Education [NICHE] partners: Boise State University, Idaho State University, North Idaho College, and the University of Idaho), and operates outreach centers in Grangeville and Orofino. LCSC's chief executive officer, President J. Anthony Fernández, after serving for a year as interim president, assumed his duties as the College's 15th president in March 2011. LCSC is accredited by the Northwest Commission on Colleges and Universities (NWCCU).

Core Functions/Idaho Code

The statutory basis for LCSC is located in the Idaho Code, Title 33 (Education), Chapter 31, which directs the College to offer instruction in “*four year college courses in science, arts, literature, and such courses or programs as are usually included in liberal arts colleges...*”, and further specifies that the board of trustees “*may also establish educational, professional-technical and other courses or programs of less than four years, as it may deem necessary, and such courses or programs that may be given or conducted on or off campus, or in night school, summer schools, or by extension courses.*”

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 Themes:

Core Theme One: Connecting Learning to Life Through Academic Programs

The first segment of the three part mission of Lewis-Clark State College is fulfilled under aegis of Academic Programs. This theme guides the offering of undergraduate instruction in the liberal arts and sciences and professional programs tailored to the educational needs of Idaho.

Core Theme Two: Connecting Learning to Life Through Professional-Technical Programs.

The second segment of the three part mission of Lewis-Clark State College is fulfilled under the aegis of Professional-Technical Programs. LCSC functions under this theme by offering an array of credit and non-credit educational experiences that prepare skilled workers in established and emerging occupations that serve the region's employers.

Core Theme Three: Connecting Learning to Life Through Community Programs.

The third and last theme of Lewis-Clark State College is fulfilled through Community Programs. The primary function of Community Programs is to provide quality delivery of outreach programs and services to students, customers and communities throughout Region II as well as degree completion programs in Region I.

Lewis-Clark State College

Performance Measurement Report

LCSC's revenue comes from state appropriations; student tuition and fees; federal, state, and private grants and contracts; sales and services from educational and auxiliary services; and endowments and gifts. These revenues are allocated to instructional programs and support functions.

Revenues and Expenditures (includes Professional-Technical Education)

Revenue	FY2011	FY 2012	FY 2013	FY 2014 ¹
State Appropriations	\$18,472,086	\$16,542,619	\$19,678,627	NA
Student Fees	\$13,791,766	\$14,996,481	\$14,678,929	NA
Federal Grants & Contracts	\$9,248,469	\$9,460,286	\$8,621,953	NA
State Grants & Contracts	\$3,574,930	\$3,037,559	\$3,177,058	NA
Private Gifts, Grants & Contracts	\$529,959	\$2,429,700	\$2,256,823	NA
Sales & Serv of Educ Act	\$1,514,637	\$1,569,380	\$1,502,166	NA
Sales & Serv of Aux Ent	\$1,617,881	\$1,782,039	\$1,869,925	NA
Other	\$2,530,269	\$2,397,501	\$981,341	NA
Total Revenues	\$51,279,997	\$52,215,565	\$52,766,822	NA
Expenditures				
Instruction	\$18,683,612	\$18,378,662	\$18,997,957	NA
Research	\$168,243	\$158,742	\$197,380	NA
Public Service	\$2,128,017	\$2,457,103	\$2,422,301	NA
Library	\$788,181	\$808,497	\$879,626	NA
Student Services	\$3,499,641	\$3,609,286	\$3,841,750	NA
Physical Operations	\$5,111,846	\$5,400,794	\$6,009,826	NA
Institutional Support	\$4,327,485	\$4,315,341	\$4,697,263	NA
Academic Support	\$2,513,297	\$2,481,065	\$3,014,128	NA
Auxiliary Enterprises	\$4,326,567	\$4,454,752	\$4,819,502	NA
Scholarships/Fellowships	\$3,787,099	\$4,186,724	\$3,222,980	NA
Other	\$417,941	\$558,842	\$549,204	NA
Total Expenditures	\$45,751,929	\$46,809,808	\$48,651,917	NA

Lewis-Clark State College

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Annual (unduplicated) enrollment headcount (EOT)	5,731	6,106	5,906	5,469
- Academic	3,789	4,060	4,057	3,984
- Professional-Technical	1,942	2,046	1,849	1,485
Annual Enrollment FTE	3,264	3,292	3,068	2,955
- Academic	2,711	2,742	2,556	2,492
- Professional-Technical	554	550	563	463
Annual student credit hour production	97,920	98,746	92,032	88,649
- Academic	81,317	82,250	75,141	74,764
- Professional-Technical	16,609	16,496	16,891	13,885
Credit hours taught per faculty FTE	573	501	443	426
Enrollment-headcount (Fall end of term)	4,681	4,730	4,522	4,272
Enrollment-full time equivalent (Fall end of term)	3,242	3,297	3,097	2,998
Number and percentage of first-time freshman who graduated from and Idaho High school in the previous year requiring remedial education	206/57%	135/48%	152/52%	145/52%

Performance Highlights:

- The LCSC Foundation announced that over \$13.5 million was raised by “*Campaign LCSC*” to support students and faculty.
- All college-level application fees (admission, graduation, orientation, etc.) were eliminated.
- The Division of Education and Kinesiology’s Teacher Prep Program earned re-accreditation through the Idaho State Professional Standards Commission and the National Council for Accreditation of Teacher Education.
- The Division of Natural Sciences and Mathematics was awarded IGEN funds by the SBOE to purchase Gas Chromatography Mass Spectrometry and modeling software for teaching & research.
- Faculty and students in the Division of Natural Sciences and Mathematics will continue to benefit from funding for undergraduate research provided by the Idea Network of Biomedical Research Excellence (INBRE) program, thanks to a five-year grant from the NIH.
- Business students began attending classes in the newly-renovated Thomas Jefferson Hall, which was formally dedicated on March 25.
- Academic Programs faculty and leadership developed new pathways to degree completion with a newly-revised Prior Experiential Learning assessment program and expanded options in the online Interdisciplinary Studies program.
- Students, faculty, and employers participated in the first annual Internship Showcase in October, presented in conjunction with the fall 2013 State Board of Education meeting at LCSC.
- Academic Programs and Student Affairs joined forces to pilot a first-year Student Success seminar, partially funded through the J.A. & Kathryn Albertson Foundation.
- Peter Van Mullem, Asst. Professor in Business, organized and presented the month-long “Dr. Bob Frederick Sport Leadership Lecture Series: Lessons from Experienced Professionals.”

Lewis–Clark State College

Performance Measurement Report

- Led by Ken Wareham, Professor in Education and Kinesiology, LCSC hosted an i-Stem Institute in June, funded by an Idaho State Math & Science Partnership grant.
- Heather Van Mullem, Chair of Education and Kinesiology, was appointed by Superintendent of Public Instruction Tom Luna to a three-year term on the State Professional Standards Commission.
- Amy Canfield, Asst. Professor in Social Sciences, was elected to the Board of Directors of the Idaho Humanities Council. Chris Riggs, Chair of Social Sciences, continues to serve on the Idaho Humanities Council as well.
- Keegan Schmidt, Professor in the Division of Natural Sciences & Mathematics, was named an ambassador for Managing Idaho's Landscapes for Ecosystem Services (MILES), an NSF Idaho EPSCoR program.
- An upgrade on the Silverthorne Theater got under way, a \$690,000 initiative to create a premier multi-purpose venue on campus.
- The College once again hosted the Avista-NAIA World Series, with hundreds of LCSC and community volunteers contributing to another successful tournament. Several of the games were carried live on ESPN3.
- The success of the athletic department's track program, including three individual national titles during the past year, has led to the expansion of the program and additional student athletes being recruited to attend LCSC.
- Kathy Martin, Dean for Community Programs and Governmental Relations, was among 50 women recognized at the Idaho Business Review Women of the Year dinner in Boise.
- The annual Dogwood Festival, a major community event in the LC Valley organized by Continuing Education and Community Events, celebrated its 30th anniversary.
- Organized by LCSC student clubs, Art of Giving-Send Hunger Packing celebrated its second anniversary at Art Under the Elms, resulting in 2500 pounds of food and \$2000 being distributed to local food banks.
- In collaboration with the Palouse-Clearwater Environmental Institute, LCSC students spent a week restoring the riparian zone of the Clearwater River during Alternative Spring Break.
- In commemoration of September 11 Day of Service and Remembrance, 67 LCSC students completed 272 hours of volunteer service throughout the LC Valley.
- LCSC Cares, a campus-wide holiday food drive, provided 603 pounds of food, 172 toys and \$1,000 worth of additional items to the Community Action Partnership food bank and the local YWCA.
- 72 students, faculty, staff, and community members volunteered at 11 local non-profit agencies, providing almost 300 hours of service as part of the Lewis-Clark Service Corps' Martin Luther King, Jr. Day of Service.

Part II – Performance Measures

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Lewis–Clark State College

Performance Measurement Report

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Total certificates and degrees conferred and number of undergraduate certificate and degree completions per 100 (FTE) undergraduate students enrolled	19	23	22	25	24
Graduation rates (percent of full-time, first time students from the cohort of new first year students who complete their program within 1½ times the normal program length)	28%	31%	30%	27%	35%
Scholarship dollars per FTE	\$1,624	\$1,728	\$1,831	\$2,142	\$1,950
Undergraduate Degrees/certificates awarded	607	773	688	739	800
Unduplicated headcount of graduates and percent of graduates to unduplicated headcount	573/Data not available	712/18%	652/17%	675/18%	700/20%
Total full-time new and transfer students who are retained or graduate the following year.	60%	54%	64%	64%	70%
Cost per credit hour ²	\$289	\$261	\$293	NA ¹	\$290
Certificates (of at least 1 year or more) and degree completions per \$100,000 of financials	1.6	2	1.7	NA ¹	2
Annual dual credit hours Annual dual credit headcount (unduplicated) ³	6,228 1,484	6,974 1,556	8,312 1,797	7,963 1,959	8,000 2,000

Lewis-Clark State College

Performance Measurement Report

First-time licensing/certification exam pass rates ⁴	NCLEX-RN 95% (National Average =89%)	NCLEX-RN 89% (National Average =90%)	NCLEX-RN 92%% (National Average =91%)	NCLEX-RN 95%% (National Average =84%)	NCLEX-RN: Meet or Exceed National Average
	NCLEX-PN 100% ⁵ (National Average =87%)	NCLEX-PN 86% (National Average =84%)	NCLEX-PN 100% (National Average= 85%)	NCLEX-PN 75% (National Average= 85%)	NCLEX-PN: Meet or Exceed National Average
	ARRT 100% (National Average= 93%)	ARRT 100% (National Average= 93%)	ARRT 92% (National Average= 90%)	ARRT ⁶ 100%	ARRT: Meet or Exceed National Average
	PRAXIS II ⁷ 92%	PRAXIS II 90%	PRAXIS II 93%	PRAXIS II 83%	PRAXIS II 90%

Performance Measure Explanatory Notes:

1. FY2014 Audited financial data will not be available until October 2014.
2. This calculation was made by dividing total cost (Step 4) from the Cost of College Report by the total weighted credit hours (from the EWA) plus PTE credit hours (un-weighted).
3. This year, the SBOE staff informed LCSC that Tech Prep students whose credits were awarded contemporaneously should be treated as Dual Credit. The values shown include Tech Prep students and credits.
4. Certification and licensing exam pass rates reflect first-time test takers only.
5. The number of NCLEX-PN first time test takers was: 2011-10; 2012-14; 2013-11; 2014-16.
6. National ARRT data for FY2014 will not be available until December 2014.
7. Praxis results are for tests administered between September and August, therefore the reported data are not precisely aligned with fiscal year reporting.

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Idaho Public Television

Performance Measurement Report

Part I – Agency Profile

Agency Overview

Idaho Public Television (IdahoPTV) is an entity of the Idaho State Board of Education and holds in the public trust television and related broadcast telecommunication licenses issued and governed by the Federal Communications Commission (FCC). IdahoPTV is a statewide, non-commercial broadcast telecommunication system and new media provider with the network operations center located in Boise and additional staffed facilities in Moscow and Pocatello.

IdahoPTV's service to the region began in September of 1965 with KUID-TV, Moscow. Over the next 49 years, IdahoPTV has expanded its reach to include over-the-air broadcast television service to more than 98% of Idaho's population and portions of six adjoining states and Canada through an efficient system of five (5) digital transmitters and 49 translators (43 translators and 6 relays). Translators that are in the queue to be upgraded to DTV include Mackay and west Yellowstone by the FCC deadline of September 30, 2015. IdahoPTV's signals are rebroadcast under federal guidelines by cable and satellite systems in the region, as well as a rapidly expanding Internet-based content creation and distribution system. IdahoPTV's services and equipment have been made possible through diverse funding partnerships from individual contributions, grants from foundations and companies, and state and federal sources. We continue to work toward finishing the statewide conversion of all of IdahoPTV's facilities to digital. IdahoPTV is also monitoring closely the congressionally mandated FCC spectrum repacking initiative. It may have impact on several communities throughout the state.

IdahoPTV is a member in good standing of the Public Broadcasting Service (PBS) and is the only locally owned and operated network television station in Idaho.

IdahoPTV receives appropriated funding from the State General Fund of 23.0%; federal grants for capital replacement of 1.6%; and the majority, 75.4%, in dedicated funds. These dedicated funds are primarily via Friends of Idaho Public Television, Inc., which typically receives over \$4.5 million annually in donations from about 20,000 individuals, foundations and companies. Other dedicated funds come from the Corporation for Public Broadcasting, private grants and services. IdahoPTV's comprehensive audit is conducted annually by the Legislative Auditor, Legislative Services Office.

IdahoPTV has developed a reputation for producing award-winning quality television and other electronic media. IdahoPTV provides significant local public service to our viewers and users.

Outdoor Idaho continues to air on stations in Oregon and Washington. According to the Nielsen Survey Index, IdahoPTV once again enjoyed the highest per capita viewership in the United States (February 2014 data).

IdahoPTV produces a number of ongoing series, specials and services including:

<i>Outdoor Idaho</i>	<i>Idaho Reports</i> (coverage of the Idaho Legislature)
<i>Dialogue</i> (weekly, live public affairs program)	<i>Science Trek</i> (educational science program for grade school students)
<i>The Idaho Debates</i> (primary and statewide election coverage)	<i>Idaho In Session</i> (gavel-to-gavel live coverage of the Idaho House, Senate, JFAC, Idaho Supreme Court, and special meetings)
<i>Governor's State of the State Address/</i>	Ron's Picks
<i>Governor's State of the Budget Address</i> (live)	
<i>Hymns of Thanksgiving</i>	
Scout (online educational resources)	

Also produced are other hour-long special programs including:

<i>Idaho Geology, A Convergence of Wonders</i>	<i>Idaho: An Aerial Tapestry</i>
<i>Salmon River Lodges & Legacies</i>	<i>Capitol of Light: The People's House</i>
<i>Adventure Idaho</i>	<i>A Sawtooth Celebration</i>
<i>The Color of Conscience</i>	<i>State of Our Parks</i>

Idaho Public Television

Performance Measurement Report

IdahoPTV's community outreach ranges from locally produced events and workshops to children's events, such as science workshops, program screenings and discussions, science camps, a literacy contest, educator workshops, and online educational resources.

The staff is led by Ron Pisaneschi, General Manager; Jeff Tucker, Director of Content Services; Tim Tower, Director of Finance; Rich Van Genderen, Director of Technology; and Megan Griffin, Director of Marketing/Development.

Core Functions/Idaho Code

Idaho Public Television is not referenced in Idaho Code. It was created by Legislative Intent within the budget process in 1982 and exists under the regulations of the Federal Communications Commission and the governance of the State Board of Education.

The mission of IdahoPTV is to meet the needs and reflect the interests of our various audiences. We do this 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.

Revenue and Expenditures

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$1,390,500	\$1,377,000	1,587,000	\$1,826,800
Dedicated Fund	\$926,200	\$926,200	965,700	\$5,981,400
Federal	<u>\$97,200</u>	<u>\$0</u>	<u>\$0</u>	<u>\$127,000</u>
Total	\$2,413,900	\$2,303,200	\$2,552,700	\$7,935,200
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$1,728,200	\$1,627,200	1,694,400	\$3,919,400
Operating Exp.	\$685,700	\$676,000	668,700	\$3,411,200
Capital Outlay	\$0	\$0	189,600	\$604,600
Trustee/Benefit Payments	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total	\$2,413,900	\$2,303,200	\$2,552,700	\$7,935,200

Idaho Public Television

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Channel Hours for Children (under the age of 12)	14,310	14,304	14,640	14,374
Channel Hours for Ethnic Minorities	5,206	5,327	5,388	5,455
Channel Hours for Learners	13,156	13,231	13,148	13,733
Number of Visitors to idahoptv.org	1,561,834	1,252,548	1,196,428	1,520,814
Public Affairs Channel Hours	11,864	12,118	12,272	12,654

Performance Highlights:

During calendar year 2013 –

- 1,040 hours of overnight educational television - including 340 hours of professional development for teachers, as well as resources for K-12 classrooms - provided instructional materials to schools, as well as individual educators and students, throughout the state.
- 487 kindergarten-third grade students contributed entries for the annual PBS Kids Go! Writers Contest, coming from 61 different communities and 26 classroom teachers.
- 21,275 e-mails sent to educators provided programming highlights and a link to the monthly Classroom Calendar, connecting IdahoPTV on-air programs and Web-based resources to classroom curricula.
- 108 hours of telecourse programming broadcast with college credit available through Boise State University.
- 223 hours of University of Idaho-produced programming aired on Educable.
- 59 public events throughout Idaho were attended by a total of 5,500 people.
- 120 third-, fourth-, and fifth-graders participated in Science Trek Overnight Science Camp.
- 21,045 page views on the *Idaho Reports* website by 17,753 visitors.
- 1,861,719 page views on the *Science Trek* website by 1,617,186 visitors.

Part II – Performance Measures

Performance Measure	2011	2012	2013	2014	Benchmark
Number of awards for IdahoPTV media and services.	61	53	54	61	35
Number of DTV channel hours of transmission.	137,240	137,240	137,240	137,240	137,240
Number of transmitters broadcasting a DTV signal.	5	5	5	5 of 5	5 of 5
Number of DTV translators.	23 of 43	36 of 44	44 of 49	47 of 49	39 of 43
Number of licensed DTV fill-in translators (DTS).	1 of 7	1 of 7	6 of 7	7 of 7	7 of 7
Percentage of Idaho's population within our DTV signal coverage area.	96%	97.8%	98.2%	98.4%	85%
Number of IdahoPTV channel hours of Idaho-specific educational and informational programming.	2,022	1,942	1,798	2,074	1,795
Total number of hours of educational programming.	23,958	27,535	27,778	28,107	10,000
Total FTE in content delivery and distribution.	18.57	20.26	18.31	18.58	<30.45

Idaho Public Television

Performance Measurement Report

Successfully comply with FCC policies/PBS programming, underwriting and membership policies/and CPB guidelines.	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes	Yes/Yes/Yes
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Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The Idaho Division of Vocational Rehabilitation (IDVR) is an agency under the oversight of the Office of the State Board of Education. Jane Donnellan is the Interim Administrator for the Division. IDVR is charged with several major responsibilities: Management of the State/Federal Vocational Rehabilitation Program, Extended Employment Services (EES) and the fiscal management of the Council for the Deaf and Hard of Hearing (CDHH). It should be noted that nationally, under the Federal Vocational Rehabilitation Program, each state has the ability to choose to have a combined or separate agency to serve the blind and visually impaired. In Idaho, a separate state agency (the Idaho Commission for the Blind and Visually Impaired) provides vocational rehabilitation services for those who have a primary disability of blind and visually impaired.

The Public Vocational Rehabilitation program is one of the oldest and most successful Federal/State programs in the United States. Vocational Rehabilitation serves individuals with severe disabilities that impose significant barriers to gainful employment. In FFY 2013, the average time needed for a person to complete a rehabilitation plan and become employed was 20 months. Furthermore, employment of individuals with disabilities resulted in a 449% increase in customer weekly earnings and significant decreases in the need for public support.

The structure of IDVR includes a Field Services unit as well as a Planning and Evaluation, Fiscal, Information Technology and Extended Employment Services units. Under the Field Services unit, there are eight (8) regional managers who supervise field staff in the following regions: Coeur d'Alene, Lewiston, Boise, Treasure Valley Special Programs, Twin Falls, Pocatello, Idaho Falls, and Caldwell.

IDVR is comprised of 148 employees, of which 138 are full time positions serving in thirty-seven (37) offices throughout the state. Offices are located throughout the state to include: Boise, Meridian, Coeur d'Alene, Sandpoint, Lewiston, Orofino, Moscow, Twin Falls, Burley, Pocatello, Blackfoot, Preston, Idaho Falls, Salmon, Rexburg, Caldwell, Nampa, and Payette. There is one (1) Central Office, eight (8) Regional Offices, ten (10) general Sub-Offices, seven (7) Mental Health Sub-Offices, nine (9) School-Work Sub-Offices, and two (2) Corrections Sub-Offices.

Core Functions/Idaho Code

Legal Authority for the Idaho Division of Vocational Rehabilitation is Idaho Code, 33-2301 and the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, and is augmented by regulations promulgated and set forth at 34 CFR § 361.1.

Services that may be available include evaluation of rehabilitation potential, vocational guidance and counseling, physical and mental restoration, vocational, academic and other training, job placement and other services, which can reasonably be expected to benefit the individual in terms of employment.

The Extended Employment Services (EES) program provides funding to individuals with severe disabilities who are deemed unable to maintain employment without on-going support. A state financial allotment is provided annually to be distributed by the EES Program Manager to contracted Community Rehabilitation Programs who subsequently provide the long term support to eligible customers (IDAPA 47.01.02 Rules and Minimum Standards Governing Extended Employment Services under the authority of Idaho Code 33-2303).

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 Council's vision is 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 (Idaho Code, Title 67, Chapter 73, Idaho State Council for the Deaf and Hard of Hearing 67-7301 – 67-7308).

Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

Revenue and Expenditures

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$8,179,028	\$7,041,985	\$7,222,720	\$7,350,178
Rehab Rev & Refunds	\$720,017	\$304,959	\$586,887	\$653,069
Federal Grant	\$14,558,749	\$12,198,556	\$11,316,948	\$12,473,938
ARRA	\$1,350,120	\$1,573,231		\$8,567
Miscellaneous Revenue	\$688,737	\$407,250	\$729,208	\$467,798
Total	\$25,496,651	\$21,525,981	\$19,855,763	\$20,953,550
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$8,357,122	\$8,271,464	\$7,903,578	\$8,577,431
Operating Expenditures	\$2,023,841	\$2,132,119	\$1,543,577	\$1,553,005
Capital Outlay	\$287,615	\$189,651	\$23,025	\$99,255
Trustee/Benefit Payments	\$14,333,432	\$11,871,729	\$10,096,090	\$10,852,261
Total	\$25,002,010	\$22,464,963	\$19,566,270	\$21,081,952

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
The Number of Individuals Served by Vocational Rehabilitation	14,128	14,076	13,129	11,324
The Number of Individuals Who Went to Work After Receiving VR Services	1,896	2083	1814	1827

**IDVR is primarily a federally funded program that assesses performance on a Federal Fiscal Year basis. (October 1-September 30). For this reason, chart data represents figures that are different from State Fiscal year data. Example, FY2014 represents FFY2013.*

Performance Highlights

IDVR continues to strive to increase the opportunities for employment for individuals with disabilities by developing new strategies for future success. The following highlights efforts to increase successful rehabilitations:

In FFY2012, IDVR implemented *WorkStrides*, a career preparation workshop in all eight regions. At end of FFY 2013, there have been 38 *WorkStrides* programs throughout the state for 260 IDVR customers. Workshops occur every 6 to 8 weeks depending on the region. *WorkStrides* is a Career Development Program that was developed by Washington VR. This is a five day, four hour per day training that addresses a wide range of employability dimensions. Topics include: Exploration of interests, aptitudes, values, identifying barriers to employment, coping with change, self-esteem, decision making, and vocational goal setting. This workshop is designed to improve and expand the preparation of eligible customers preparing for plan development and employment. *WorkStrides* involves participants in learning experiences that will help them discover and understand their own values, personal needs, strengths, interests, and skills; and how these can satisfy their employment needs. The workshop is geared towards customers that are preparing for plan development and it is proving to make a difference in time spent on plan development and successful completion of planned services to employment outcomes.

The State Department of Education, IDVR and the Idaho Commission for the Blind and Visually Impaired (ICBVI) held collaborative statewide trainings throughout the month of September 2013. Idaho school districts, Special Education Directors, State Board of Education staff, IDVR Regional Managers, IDVR School-Work transition and a representation from the general caseload counselors, and ICBVI participated. Through this collaborative

Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

training, the SDE/IDVR/ICBVI partnership agreement was reviewed. This training enhanced the collaborative efforts in transition age youth both internal and external to the School-Work projects.

In FFY 2013, the Program Evaluation Analyst facilitated a statewide group in order to develop statewide standards of case documentation following Agency and federal reporting requirements. Development included a new Quality Assurance checklist for all closed cases, and Critical Case Documentation guidelines to ensure consistency in service delivery and documentation. Case reporting requirements are based on federal reporting requirements and Agency policy and business rules. Statewide training and implementation occurred in May 2013. This training complimented statewide training in June 2013 on the Field Policy Manual which went into effect on July 1, 2013.

IDVR continues to support their agreement with the University of Idaho (U of I) to advance the Comprehensive System of Professional Development (CSPD) for the vocational rehabilitation community of Idaho, in particular the vocational rehabilitation counseling profession. This agreement sets forth the expectations and terms of the on-going partnership to advance the CSPD of Idaho through the state's land-grant institution and the only University that provides the vocational rehabilitation counselor program. The vocational rehabilitation counselor program is administered and delivered through the Leadership and Counseling Department of the College of Education. Through this collaborative partnership, IDVR can recruit the most qualified candidates to provide vocational guidance and counseling to individuals with disabilities in their pursuit to obtain, regain or retain employment.

Part II – Performance Measures

Performance Measure	2011	2012	2013	2014	Benchmark
Number of Individuals Exiting the VR Program Who Achieved an Employment Outcome	1896	2083	1814	1827	1827
Percentage of Individuals Who Exit the VR Program After Receiving Services Who Are Determined to Have Achieved an Employment Outcome	63%	59.8%	42.36%	60.04%	55.8%
Increase the number of businesses hiring IDVR customers	1793	1980	1797	2131	1981
Number of transition age youth exiting the IDVR program who achieved an employment outcome will exceed the previous year's performance	643	638	542	553	639

Performance Measure Explanatory Notes:

The benchmark of 55.8% for individuals who exit the VR program after receiving services who are determined to have achieved an employment outcome is a minimum requirement of the agency set by the Federal Rehabilitation Services Administration.

**IDVR is primarily a federally funded program that assesses performance on a Federal Fiscal Year basis. (October 1-September 30). For this reason, chart data represents figures that are different from State Fiscal year. Example, FY2014 represents FFY2013.*

Vocational Rehabilitation, Idaho Division of

Performance Measurement Report

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Idaho Public Schools

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

The State Department of Education (SDE) manages K-12 public education in the State of Idaho and provides school districts and charter schools with the technical assistance they need to raise student achievement. The vision of the State Department of Education is 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. The Department's mission is that the 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.

Core Functions/Idaho Code

Pursuant to Title 33, chapter 1, Section 125, there is hereby established as an executive agency of the state board of education a department known as the State Department of Education. The State Superintendent shall serve as the executive officer of such department and shall have the responsibility for carrying out policies, procedures, and duties authorized by law or established by the State Board of Education for all elementary and secondary school matters, and to administer grants for the promotion of science education as provided in sections 33-128 and 33-129, Idaho Code.

Revenue and Expenditures

Revenue	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	1,141,346,300	\$1,276,714,400*	\$1,223,580,400	\$1,279,818,600	1,308,365,400
Federal Grant	187,847,000	201,823,200	215,550,000	214,588,000	212,095,800
Dedicated Fund	63,825,900	91,054,700	68,547,400	66,873,400	74,458,400
ARRA Stimulus	<u>211,509,800</u>	56,275,700	16,660,700	2,422,600	2,904,100
Ed Jobs Fund		<u>16,113,000</u>	<u>30,999,800</u>	<u>5,290,800</u>	
Total	1,604,529,000	1,641,981,000	1,555,338,300	1,568,993,400	1,597,823,700
Expenditure	FY 2010	FY 2011	FY 2012	FY 2012	FY 2014
Personnel Costs	372,700	375,400	425,000	366,000	739,700
Operating					
Expenditures	4,907,700	3,436,800	5,112,700	5,099,100	14,464,700
Capital Outlay	3,100		1,500	2,500	722,000
Trustee/Benefit					
Payments	<u>1,648,816,500</u>	<u>1,644,607,000</u>	<u>1,542,808,300</u>	<u>1,545,149,300</u>	<u>1,588,385,900</u>
Total	1,654,100,000	1,648,419,200	1,548,347,500	1,550,616,900	1,604,312,300

Graphs will be added later by DFM

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014

Idaho Public Schools

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of School Districts Supported	115 districts 40 charters	115 districts 43 charters 1 COSSA	115 districts 44 charters 1 COSSA	115 Districts 47 charters 1 COSSA
Number of Public School District (K12) Students	281,432	281,772	285,305	289,063
FTE Student Teacher Ratio	18.30 est	18.56	19.09	19.10

Performance Highlights

The Department has three strategies to achieve the “60 percent” goal: higher standards, quality assessments and data to guide instruction, and advanced opportunities for students. The Department of Education continues to focus on implementation of higher standards in math and English language arts/literacy. The 2013-2014 school year college and career ready standards were taught in all classrooms in Idaho. To support higher levels of teaching, the Department utilized \$3.9 million in general appropriation to create regional math centers, partnering with Idaho Universities and hire English language arts coaches. These 16 coaches provided direct professional development to hundreds of teachers during the summer and throughout the school year. In addition, in a “train the trainer” model, these teachers then helped their schools improve instruction. The Department also engaged in a public affairs campaign in partnership with the Idahoans for Excellence in Education Coalition. The Department has also produced collateral materials to explain higher standards to patrons distributed by school districts. Districts also received \$4 million in general fund to help update classroom materials to reflect changes in the standards.

As a member of the Smarter Balanced Assessment Consortium, Idaho students participated in a pilot test aligned to the new standards in Spring 2013 and were one of a handful of states to give the full-field test in Spring 2014. More than 161,000 students in grades 3-11 completed the field test in both math and English language arts. The test, more rigorous than the previous ISAT, measures critical thinking, writing, and deeper level knowledge. A survey of 10,000 students showed high marks for the test including praise for the test’s interface and the ability for students to write their answers. Because no student achievement results were available for the field test, Idaho chose to freeze Star Rating designations for the 2013-14 school year.

The state also continues to focus on providing teachers and parents with accurate data on student achievement through the Idaho System for Educational Excellence (ISEE) as well as the instructional management system: Schoolnet. J.A. and Kathryn Albertson Foundation grant ended that funded the system for all districts and provided more support for pilot districts. The SDE is now self-hosting the Schoolnet product and districts have the choice to use the system or receive direct funding for a comparable system. Through Schoolnet, teachers can access sample lesson plans, digital content and sample test questions as well as student achievement data.

The Department continues its advanced opportunities priorities. For the first time students were able to take the PSAT in 10th grade in preparation for the SAT in 11th grade. Working with Senator Steven Thayne and Rep. Grant Burgoyne, the Department helped pass the Fast Forward Program that allows juniors and seniors to receive \$200 and \$400 in funding to pay 75 percent of the costs of dual credit, AP, IB, and certification exams.

Public Schools continued to receive increases, but not at the watermark FY09 levels. Focusing on the recommendations of the Governor’s Taskforce for Educational Improvement, discretionary funding was dramatically increased by \$35 million. Districts received \$15.8 million for leadership pay. Following the recommendation of the Taskforce, legislation was passed to require districts to create strategic plans. Schools received \$13.4 million for classroom technology. The majority of this funding will be distributed directly to school districts and public charter schools through a student-based formula to spend on classroom technology. Approximately \$2.3 million of the appropriation will be spent on the installation; repair, replacement and support of a wireless technology infrastructure in Idaho’s public high schools, and a second round of technology pilot grants were awarded totally \$3 million.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

Idaho Public Schools

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Percent of Students Who Complete high school	91.7	93.0	93.3	90.8	83.62	100%
Number of Highly Qualified Teachers (HQT) Teaching in Their Area of Specialty as a Percentage of the Total Teaching Population	96.6	95.6%	96.3%	96.9	****	100%
Percentage of K-12 Students Meeting or Exceeding Idaho Standard Achievement Test (ISAT)*						
- Reading	87.7%	88.5%	89.3%	90.0%*	**	100%
- Mathematics	80.5%	80.4%	80.7%	82.1%*	**	100%
- Language Usage	74.8%	75.1%	76.9%	77.1%*	**	100%
- Science (grades 5,7,10)	62.1%	64.5%	67.1%	67.2%*	63.7%***	100%
Number of Schools Receiving Technical Assistance	325	253	202	160	276	

*Based on data after district appeals.

**Idaho fully field tested the Smarter Balanced Field test in FY2014. Therefore, there was no statewide data available.

***Non-appealed data

**** Not available

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University of Idaho–Agricultural Research and Extension

Performance Measurement Report

Part I – 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:

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$22,559,000	\$22,559,000	\$23,604,100	\$24,422,700
Federal Grant	4,369,246	3,909,353	5,333,566	5,207,468
Misc Revenue	0	0	0	0
Restricted Equine Education	4,444	24,014	14,557	0
Total	\$26,932,690	\$26,492,367	\$28,952,223	\$29,630,168
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$22,504,806	\$21,946,299	\$22,381,690	\$22,590,324
Operating Expenditures	3,149,265	3,554,785	4,413,296	4,005,379
Capital Outlay	657,726	969,866	2,208,280	2,154,129
Trustee/Benefit Payments	0	5,109	2,333	0
Total	\$26,311,807	\$26,475,059	\$29,005,599	\$28,749,832

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of Youth Participating in 4-H	33,175	33,163	34,769	56,546
Number of Individuals/Families Benefiting from Outreach Programs	366,275	338,523	358,227	375,350
Number of Technical Publications (research results) Generated/Revised	341 (170 CES)	187 (CES)	179 (CES)	135 (CES)

University of Idaho–Agricultural Research and Extension

Performance Measurement Report

Performance Highlights:

University of Idaho Extension

Preparing Youth for Success

University of Idaho Extension 4-H Youth Development has led efforts in recent years to help 40,000 Idaho youth learn about personal finances and credit. Impressed with the results, Northwest Farm Credit Services has committed \$280,000 for a four-year project to expand those efforts in Idaho to improve youth financial literacy and economic prospects for rural communities, and to share the program with four more states in the northwest.

Workforce preparation for Idaho youth has also received increased emphasis during the recent past. Efforts to help children succeed in science, technology, engineering, and math careers (STEM) have included more than 300 events specific to STEM skills during the past year. These events reached 4,700 adult contacts to support adult leadership of STEM projects and also 5,700 youth actively engaged in STEM projects. In addition to the rocketry, robotics, and science camps that are built around STEM learning, 4-H projects in areas like livestock, crops, and cooking have undergone a significant transformation to highlight the science and math skills that accompany learning for thousands of youth in traditional 4-H clubs.

Promoting Local Foods, Supporting Idaho Agriculture

Across the State, UI Extension Educators have partnered with local schools, with the Idaho State Department of Agriculture, the Idaho Department of Education, and with community food advocates to bring University of Idaho resources to the local food table. Extension faculty members have been engaged in a wide variety of activities to support these community efforts. Some Extension educators have worked with local organizations to conduct food-shed assessments and feasibility studies for sourcing local food products. Numerous UI Extension faculty members have worked with community gardens, school gardens, and backyard agriculture to generate enthusiasm for locally-grown healthy foods, including supplying Master Gardener mentors to support ISDA-sponsored school gardens in 11 Idaho towns. In eastern and northern Idaho, UI Extension continues work to develop and disseminate technologies that will extend the growing season for produce farmers, including installation of high-tunnels (hoop houses) on small farms and community gardens. UI Extension also conducts field trials with short-season vegetable varieties and growing practices.

The importance of forage crops has been growing in Idaho for a decade to support both dairy and beef industries. With cash receipts exceeding \$526 million in 2012, hay has become Idaho's third most valuable crop. UI Extension helps forage growers learn about new practices and technologies through the annual forage schools delivered across the state. Participants in these schools attest to the value of learning how to improve yield and quality through their irrigation, pest management, and harvesting practices. New studies with dual-purpose cover crops have proven useful for Magic Valley growers who are planting forages for fall grazing that can be turned-under as soil-building green manure the following spring. Concurrent work using composted dairy manure to fertilize organic alfalfa and barley crops is showing that composted manure is economically competitive with commercial fertilizers and can have a significant impact on waste management challenges faced by dairies.

A Healthier Idaho

UI Extension's *Eat Smart Idaho* program provides nutrition education and food purchasing skills for low-income Idahoans, whose numbers have increased 40 percent in the past five years. Funded by two federal grants, *Eat Smart Idaho* classes were taught by 28 UI Extension Nutrition Advisors in 39 Idaho counties in 2013. These classes had a combined attendance of more than 43,000. Another 250 nutrition education programs were delivered without regard for family income and reached nearly 12,000 more learners in Idaho.

More than 800 classes were held during 2013 to help Idahoans become more physically fit. These classes focus on achieving and maintaining healthy weight and on strength and agility training to help aging Idahoans maintain their independence. In all, these physical activity classes were delivered for nearly 15,000 learners.

The UI Extension 4-H program was one of only five states to receive a grant from the National 4-H Council to establish the 4-H Food Smart Families program. This program delivers concentrated education to youth (2,500 in 2014) about food and exercise and also trains teen advocates to provide leadership for healthy living in their communities.

University of Idaho–Agricultural Research and Extension

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Dollar Value of External Agricultural Research Grants	\$21.9M	\$11.8M	\$15.6M	\$16.1M	\$20M
Number/Type of New Commercial Crop Varieties Developed	2 (Wheat and Potato)	4 (Wheat and Potato)	3 (Potato)	2 (Potato and Wheat)	6/year
Number of Research Programs Undertaken/Completed	92	93	87	89	100
Dollar Value of External Funds Generated Through Partnerships to Support Agricultural Research Centers	\$554K	\$624K	\$566K	\$582K	\$1M

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Health Programs—Boise Family Medicine Residency Performance Measurement Report

Part I – Agency Profile

Agency Overview

There are three family medicine residencies in Idaho – the Family Medicine Residency of Idaho (FMRI) in Boise, the Idaho State University Family Medicine Residency (ISU FMR) in Pocatello, and the Kootenai Family Medicine Residency in Coeur d'Alene. All three programs are funded from State allocations, grants, local hospitals, Medicaid, Medicare, and other patient revenues. Family Medicine Residency of Idaho (FMRI) was founded in 1975 as a non-profit, independent corporate entity. FMRI is Federally Qualified Health Center and a federally designated Teaching Health Center and is governed by a consumer-based independent board and has a Graduate Medical Education Committee that oversees all residency education functions. The President and Chief Executive Officer of FMRI is Ted Epperly, MD. FMRI is affiliated with the University of Washington WWAMI Residency Network.

Core Functions/Idaho Code

There are two core functions of FMRI:

1. Training family physicians to provide care to populations throughout Idaho, to include rural, urban, and suburban. Idaho ranks 50th out of 50 in primary care physicians per capita in the USA and has a special problem recruiting physicians to settle in isolated rural Idaho. Ninety-five percent of all Idaho counties are Health Professional Shortage Areas for primary care. FMRI has an excellent track record of recruiting family physicians that settle and stay in Idaho. FMRI, including its Caldwell Rural Training Track and Magic Valley Rural Training Track is expanding and is growing to 48 residents in training at any one time and will be graduating 16 new family physicians each June. Currently, the residency programs are exceeding their recruitment target of 50% of their graduates staying within Idaho. Of the 293 FMRI graduates, 157 (54%) family medicine physicians have been recruited and settled in Idaho since the beginning of our program. This retention rate ranks us 7th best in the United States.
2. Provision of services to underserved populations in Boise. Over the last three decades, FMRI has become the leading medical provider to the underserved population of Ada County. FMRI provides over seven million dollars in medical services to Medicaid, Medicare and the indigent and absorbs approximately two million dollars of uncompensated care annually. Residents who settle in Idaho communities have an excellent track record of continuing outreach services to Medicare, Medicaid and indigent patients and supporting free clinics in their communities.

Revenue and Expenditures

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$ 1,106,000	\$ 1,080,900	\$ 1,080,900	\$ 1,118,700
Total	\$ 1,106,000	\$ 1,080,900	\$ 1,080,900	\$ 1,118,700
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$ 995,400	\$ 972,810	\$ 972,810	\$ 1,006,830
Operating Expenditures	110,600	108,090	108,090	111,870
Capital Outlay	0	0	0	0
Trustee/Benefit Payments	0	0	0	0
Total	\$ 1,106,000	\$ 1,080,900	\$ 1,080,900	\$ 1,118,700

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of Residents in Training	38	42	42	46
Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	\$29,105	\$25,736	\$25,736	\$24,320
Number of Health Profession Students (non-physician) Receiving Clinical Training at FMRI Facilities	27	41	46	62

Health Programs—Boise Family Medicine Residency Performance Measurement Report

Performance Highlights:

1. Federally Qualified Health Center Look-Alike Conversion – FMRI's six of seven clinic locations are now federally qualified health centers (full FQHC status) and receives grant funding under section 330 of the Public Health Service. This certification enhances FMRI's ability to continue to act as a safety net provider for uninsured and underinsured individual through enhanced Medicare and Medicaid payments and will receive \$650K annually to help defer costs of providing care for uninsured patients of Ada County.
2. Teaching Health Center (THC) – FMRI was one of the first of 11 in the nation to receive designation as a Teaching Health Center by the federal government in 2011. This innovative program of training community-based, primary-care physicians in community health centers to meet the health care needs of local communities is in peril. Simply put, the funding for this outstanding program is scheduled to end in 2015. This means that our program will run out of financing for the expanded number of residents we have in good faith taken into our program starting with the class we will recruit in July 2014. Unless funding is extended beyond the 2015 funding limit, our program and these residents will be caught in a funding nightmare that will affect their training and our program's ongoing care of our community and our citizens.
3. Primary Care Residency Expansion (PCRE) Program Grants – FMRI was awarded two primary care expansion grants that enabled an increase the class size in the Caldwell Rural Training Track by one resident per year from a 2-2-2 program to a 3-3-3 program. In the Magic Valley Rural Training Track, it would increase the class size by one resident per year from 1-1-1 to a 2-2-2 program. This federal funding also stops in 2015.
4. National Committee for Quality Assurance (NCQA) Recognized Patient Centered Medical Homes (PCMH) – FMRI's four clinics are NCQA Recognized as PCMH's. The PCMH is a health care setting that facilitates partnerships between individual patients, and their personal physicians, and when appropriate, the patient's family. Care is facilitated by registries, information technology, health information exchange and other means to assure that patients get the indicated care when and where they need and want it in a culturally and linguistically appropriate manner. This is the delivery model of the future and we are proud to be training our residents in this primary care delivery model.

Part II – Performance Measures

Performance Measure	2011	2012	2013	2014	Benchmark
Percentage of Physician Residents Graduating	100%	100%	100%	100%	95%
Percentage of Graduates Successfully Completing Board Examination	100%	100%	100%	100%	95%
Percentage of Resident Training Graduates Practicing in Idaho	50%	54%	54%	54%	50%
Number of Residents Matched Annually	100%	100%	100%	100%	100%
Percentage of Qualified Idaho Residents Offered an Interview for Residency Training	100%	100%	100%	100%	100%
Retention of Full Continued Accreditation Status with a Five-Year Revisit Cycle	Full/5 Years	Full/5 Years	Full/5 Years	Full/5 Years	Full/4 Years

1. Recruitment – One hundred percent successful recruitment of top notch medical students every year since programs inception.
2. ABFM Board Certification – One hundred percent of all graduates have become ABFM Board Certified.

Health Programs—Boise Family Medicine Residency Performance Measurement Report

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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 2011	FY 2012	FY 2013	FY 2014
General Fund	<u>\$511,400</u>	<u>\$490,000</u>	<u>\$504,100</u>	<u>\$667,400</u>
Total	\$511,400	\$490,000	\$504,100	\$667,400
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$465,244	\$442,430	\$454,800	\$569,200
Operating Expenditures	48,156	47,570	48,750	93,300
Capital Outlay	0	0	550	4,900
Trustee/Benefit Payments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	\$511,400	\$490,000	\$504,100	\$667,400

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2011	FY2012	FY 2013	FY 2014
Number of Private Landowners Assisted: Pitkin Forest Nursery	1300	1400	1400	1550
Number of Seedling Industry Research Projects: Pitkin Forest Nursery	3	3	2	3
Number of:				
• Research Projects:				
Experimental Forest	7	13	11	12
Policy Analysis Group	6	8	7	9
Pitkin Forest Nursery	12	10	10	10
Rangeland Center	2	4	10	15
• Teaching Projects:				
Experimental Forest	21	24	24	25
Policy Analysis Group	20	24	8	13
Pitkin Forest Nursery	5	5	8	5
Rangeland Center	2	9	9	9
• Service Projects:				
Experimental Forest	5	9	9	10
Policy Analysis Group	14	15	16	14
Pitkin Forest Nursery	15	12	15	12
Rangeland Center	2	4	11	13

Performance Highlights:

Experimental Forest:

Highlights:

Research – 12 research projects were established, including a commercial harvesting bioenergy study, new research projects evaluating cable logging safety and timber harvest logistics applications of Global Positioning System personnel tracking technology, new entomological research on wood borer beetles, and a large, manipulative experiment evaluating effects of masticated fuels on fire behavior.

Education – Classroom involvement included 9 faculty, 12 different class courses, 25 field trips, 20 follow up lab sessions, involving more than 300 students with hands-on experience.

Internships – 13 student interns gained hands-on field experience in timber management, including developing critical thinking and problem-solving skills in the field. Student interns worked full time during the summer and part-time during the academic year, and were 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, logging contractors, professional foresters, non-industrial private forest land owners, and interested Idaho citizens. Hosted activities included field tours for the Idaho Forest Products Commission, University of Idaho Extension programs, and Logger Education to Advance Professionalism workshops. .

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 in the future. As noted in the highlights above and details below, these lands provide many research, education and outreach opportunities.

Research conducted on the UIEF in FY2014 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. Dr. Robert Keefe, Assistant Professor of Forest Operations, supervises research and management activities on the UIEF, under the direction of the Dean. In FY2014, a number of experiments focused specifically on forest utilization, harvesting productivity, efficiency, cost analysis, and logging safety were conducted. Dr. Randy Brooks and Dr. Keefe are evaluating production and costs associated with wood pellet production by small landowners with utility scale wood pellet mills, and are also studying cost effective methods for utilizing beetle-killed timber in bioenergy development. Dr. Keefe and several graduate students conducted pilot studies on the UIEF to evaluate new GPS-VHF personnel tracking technology in logging safety and production efficiency, work that resulted in submission of a large federal logging safety research proposal. Two large, stand-level research projects on the UIEF were undertaken with partners. First, in collaboration with Joint Fire Sciences Program, three ponderosa pine stands received mastication treatments and will receive prescribed burning in Fall 2014 and 2015 to evaluate effects of masticated fuels on fire behavior. Second, a long-term bioenergy study evaluating commercial harvesting impacts on stand productivity was established.

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 FY2014 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 FY2014 the UIEF employed 13 students and successfully completed the 41st consecutive year of the Student Logging Crew Program. Staff provide hands-on education as the students helped plan and 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 that are critical for career development. 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 very high success rates finding employment.

An important outreach and engagement highlight for FY2014 was participation in planning two demonstration areas that will show private landowners, contractors, and foresters how to implement the new State of Idaho Class I Stream Shade Rule, enacted in June 2014. These new demonstration sites are being installed in Fall, 2014 and will be used for numerous field tours, workshops and teaching activities in coming years. This work is being conducted in collaboration with Idaho Dept. of Lands and Idaho Dept. of Environmental Quality.

Policy Analysis Group:

Highlights:

Economic Contributions – 3 publications featured the role of the forest products manufacturing industry in the Idaho economy; the information was used in the industry's presentation to the Idaho Legislature's Joint 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 during the year, and based on previous work the Policy Analysis Group

was invited to testify in August before the Idaho Legislature's Federal Lands Interim Committee. The committee subsequently requested an economic analysis of a hypothetical transfer of federal lands to the state, which will be completed and delivered in FY 2015; a draft was presented at the Western Forest Economists' 49th annual meeting in May, during which several knowledgeable peer reviewers were enlisted. The Policy Analysis Group is leading the socio-economic and policy analysis components of a new 5-year \$10 million USDA grant to the Biomass Alliance of the Northern Rockies (BANR) project; the objective is utilizing beetle-killed timber as a feedstock for creating a new liquid biofuels industry in Idaho, Montana, Colorado, and Wyoming.

Director Involvement – 13 invited presentations, including the Idaho Legislature's Federal Lands Interim Committee mentioned above, and a similar presentation on alternative governance of federal lands to the Montana Environmental Quality Council. Gave several presentations on the BANR biofuels project (see above paragraph) that proposes to use dead timber on federal lands as a feedstock; also engaged in several media interviews following a UI press release on the BANR project; and served as project leader for the UI BANR team of four faculty members. Presented results of economic and policy analysis at two continuing education events conducted by the Idaho Forest Products Commission, one for educators, the other for opinion leaders, including legislators and journalists. Continued gubernatorial appointments as chair of the Idaho Strategic Energy Alliance's (ISEA) Forestry/Biomass Task Force and also the ISEA Carbon Issues Task Force. Continued work with the Society of American Foresters' (SAF) Biogenic Carbon Response Team, which focuses on the science of forest carbon accounting, and continued service as an associate editor for the SAF's *Journal of Forestry* and *Forest Science* refereed publications.

Publications – 14 publications, including 3 with estimates of the economic contribution of the state's natural resource-based industries, as mentioned above. Other publications during FY 2014 focused on a variety of natural resource policy issues, including wildland fire management policy, sage-grouse conservation and the wildfire threat, wood bioenergy economics and policy, regulation of greenhouse gas emissions from wood bioenergy, and oil and gas exploration and development policy in Idaho.

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 to improve access to publications and 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 (two completed during the year and were replaced by two others), and served on three graduate student committees.

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. Current research aimed at conserving water during nursery production and improving energy efficiency through use of LED lighting should provide Idaho's nursery and reforestation industry with advantages over the next few growing seasons.

Education – Supported 5 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 the influence of cold temperatures on Great Basin native plants in a restoration context, and the effects of competing vegetation 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. A semester-long seedling growing project completed by undergraduate students in the Forest Regeneration course provides hands-on learning that translates directly to improved field skills. The Pitkin Forest Nursery program also developed an online course in nursery irrigation and fertilization, which will further enhance state-wide improvements in nursery production.

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 – Following the FY 2013 \$3.3 million dollar gift to support activities in teaching, research, and outreach relevant to nursery production, the nursery program has expanded its research capacity and is undergoing continued improvements on-site.

The Pitkin Forest Nursery continues to actively engage with Idaho landowners, natural resource industries, and citizens. Graduates of the College of Natural Resources with experience working in the Pitkin Forest Nursery are in high demand and continue to find placement in highly desirable fields upon graduation. As has been a focus for several years, 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 continues to be a priority area for both industrial and non-industrial stakeholders. This research provides important information and decision support across the state that helps 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 candidate species for rangeland restoration is also underway. In FY2014, five graduate and undergraduate students were working towards degrees through research conducted at the nursery and/or its associated field sites, 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, and should be completed in early FY15.

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 October, we co-organized a session at the World Congress on Ecological Restoration that brought together speakers to highlight important gains in seedling production and reforestation practices. 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. This demand will further be met by a newly-developed course in Nursery Irrigation and Fertilization.

Rangeland Center:

Highlights:

Research – 15 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 and support the work of the Rangeland Center.

Service – 13 service and outreach projects were conducted by the Rangeland Center in FY2014. Two projects provided service to conduct rangeland monitoring by student teams for ranchers and land management agencies. In addition, 7 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 23 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 addressing rangeland problems.

In FY2014, members of the Rangeland Center initiated a project with the Natural Resources Conservation Service, Idaho Rangeland Resource Commission, Owyhee Rural Fire Protection Association, and the Owyhee Sage-grouse Local Working Group to assess the potential value of grazing to reduce fuels and wildfire. The Rangeland Center continued work 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 (a species of concern) 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 Owyhee Research and Restoration Roundup and several other local workshops and field tours.

Service and outreach projects in the Rangeland Center this year include initiating development of a rangeland monitoring certification program with state and federal land management agencies. This certification program would allow ranchers and landowners to conduct rangeland monitoring and have their information collected in a way that it can be considered by agency land managers. In FY14, we also coordinated and partnered with several organizations to create the online workshop series called Targeted Grazing – Grazing with a Goal. The Rangeland Center also continues to contribute to 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, Wyoming, and Utah. A summer workshop was also conducted on rangeland principles to provide continuing education for Idaho teachers.

Part II – Performance Measures

Performance Measure	FY 2011	FY2012	FY2013	FY 2014	Bench- mark
Number of New Research Projects Per Year:					
Experimental Forest	5	10	11	11	4
Policy Analysis Group	1	2	4	4	2
Pitkin Forest Nursery	8	5	5	5	5
Rangeland Center	2	3	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	3	3	4	4	4
Policy Analysis Group	1	3	2	2	2
Pitkin Forest Nursery	8	5	5	5	5
Rangeland Center	0	1	2	3	2
Goal 3, Objective A, Strategy 1					
Number of Publications:					
Experimental Forest	3	3	4	5	3
Policy Analysis Group	14	15	16	14	10
Pitkin Forest Nursery	10	12	12	10	10
Rangeland Center	2	8	5	17	8
Goal 1, Objective B, Strategy 1					
Number of Workshops Conducted:					
Experimental Forest	9	6	10	11	12
Goal 3, Objective A, Strategy 1					
Policy Analysis Group	20	24	8	13	12
Goal 1, Objective B, Strategy 2					
Pitkin Forest Nursery	20	20	22	20	20
Goal 1, Objective A, Strategy 2					
Goal 3, Objective A, Strategy 2					
Rangeland Center	2	2	5	7	2
Goal 1, Objective A, Strategy 2					

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Health Programs—IDEP Dental Education

Performance Measurement Report

Part I – Agency Profile

Agency Overview

The Idaho Dental Education Program (IDEP) is Idaho's assisted route of access for dental education. There are currently eight (8) seats available per year for Idaho residents to obtain their dental education. The Program began in 1981 with a cooperative agreement between Idaho State University and The University of Washington School of Dentistry, where five (5) Idaho residents received their dental education. In 1982 the program became a cooperative effort between Creighton University's School of Dentistry in Omaha, Nebraska and Idaho State University in Pocatello, Idaho. The program involves a decentralized first year of education taught at Idaho State University and the second through fourth years taught at Creighton University.

The program currently has five (5) regular employees and five (5) adjunct employees in Pocatello. Dr. Jeff Ybarguen (IDEP graduate) is the program director and works with Dr. Brian Crawford who is the Chair of the Department of Dental Sciences at ISU. Jeri Larsen is the Department Coordinator and works with both the IDEP program and the Idaho Advanced Graduate Dentistry (IAGD) residency program. These programs are located in the same facility at Idaho State University.

Core Functions/Idaho Code

The mission of the Idaho Dental Education Program is two-fold: First, to provide residents of Idaho with ready access to a high quality dental education; and second, to help the population of Idaho have ready access to high quality dental professionals. As the majority of students graduating from the program return to Idaho to practice, residents of the state have access to high quality dental treatment.

Revenue and Expenditures:

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$1,315,700	\$1,312,000	\$1,336,900	1,348,700
Unrestricted Current	<u>\$410,900</u>	<u>\$511,200</u>	<u>\$487,800</u>	554,400
Total	\$1,726,600	\$1,823,200	\$1,824,700	1,903,100
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$334,700	\$319,100	\$331,900	339,200
Operating Expenditures	\$6,700	\$30,900	\$12,900	13,800
Capital Outlay	\$1,100	\$77,300	\$5,400	0
Trustee/Benefit Payments	<u>\$1,052,600</u>	<u>\$1,095,400</u>	<u>\$1,114,100</u>	<u>1,125,300</u>
Total	\$1,395,100	\$1,522,700	\$1,464,300	1,478,300

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of Program Applicants	45	46	46	30
Number of Program Applicants Accepted	8	8	8	8
Number of Graduates (since program's inception)	186	193	201	214

Health Programs—IDEP Dental Education

Performance Measurement Report

Performance Highlights:

The program has been in service since 1981 and has been very successful in accomplishing its mission. Since inception 64% of IDEP graduates have returned to Idaho to practice. The statewide distribution closely follows the state geographic population with 11% of graduates practicing in South Central Idaho, fifteen percent (18%) in Northern, 31% in Southeastern, and 42% in Southwestern Idaho. Seventy-five percent (75%) of graduates practice general dentistry while 25% practice as specialists. Sixty-five percent practice in Idaho's urban areas with 35% practicing in rural areas. There are currently 10 IDEP graduates furthering their education through residency training and may return to Idaho to practice once they have completed their training and there are currently 10 IDEP graduates actively serving in the military as dentists.

The IDEP has been successful in attracting the highest quality students. The average DAT scores and undergraduate GPA's of our students consistently exceed that of the average marks of matriculated students in dental schools nationally. IDEP students consistently graduate in the top 25% of the graduating class at Creighton. The number of applicants for the program in 2014 was less than in previous years. This seems to be an anomaly as the program has already received nearly 30 applications for next year. This is quite a few considering applications will still be accepted for a number of months.

Part II – Performance Measures

Performance Measure	2011	2012	2013	FY 2014	Benchmark
Average student scores on Dental National Boards Part I written examination *	84%	86.4%	100% Pass	100% Pass	>70%
Average student scores on Dental National Boards Part II written examination *	84.4%	85.6%	100% Pass	100% Pass	>70%
1 st time pass rate on Clinical Board Examination necessary to obtain dental license	100%	86%	100%	100%	90%
Number of students in the program**	8	8	8	8	10
Average Cost per student***	34%	37%	34%	34%	<50% National Average
Percentage of IDEP Graduates Returning to Idaho to practice ****	33%	50%	60%	50%	>50%

Performance Measure Explanatory Notes:

- * Beginning in 2013 changes were made to the Dental National Board Examinations (Part I and Part II). Students will no longer be given a numerical score. They will be scored and either “pass” or “fail.”
- ** Our goal has been to expand the program to facilitate 10 students per year. We currently have 8 students per year in the program and understand that potential expansion of the program will not be considered under the current economic climate. We are exploring the possibility of expanding the contract to 10 students at the same cost, to the State of Idaho, as 8 students.
- *** The cost per DDSE (DDS Equivalent) is a commonly utilized measure to evaluate the relative cost of a dental education program. This information is tabulated in the *ADA Survey of Dental Education*, published by the American Dental Association. From this publication (inflation Adjusted) the national average cost per student for state programs is \$137,471 in 2014. The IDEP cost per student for 2014 was \$46,197 (34% of the national average). The program is accomplishing the goal of providing a competitive value in educating Idaho dentists.
- **** Our goal is to have greater than 50% of our program participants return to Idaho to practice Dentistry. 2 of the eight 2014 graduates are furthering their education through post-graduate residency programs and

Health Programs—IDEP Dental Education

Performance Measurement Report

may return to Idaho at the completion of their residency training. 3 of the 6 2014 graduates entering private practice have returned to Idaho. Two past IDEP graduates that have completed post-graduate residency programs this year have returned to Idaho to practice.

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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 15-20 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, abandoned and inactive mines inventory, and earth science education outreach. As Idaho grows, demand is increasing for geologic information related to population growth, minerals, energy, 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 Geological Survey

Performance Measurement Report

Idaho Geological Survey

Revenue and Expenditures:

Revenue	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$ 714,800	\$701,100	\$671,800	\$701,200	706,900
Total	\$ 714,800	\$701,100	\$671,800	\$701,200	\$706,900
Expenditure	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$ 693,600	\$685,900	\$625,115	\$618,936	\$573,945
Operating Expenditures	18,609	\$15,200	\$22,812	\$19,478	\$87,772
Capital Outlay	2,591	0	\$23,873	\$62,786	\$45,183
Trustee/Benefit Payments	0	0	0	0	0
Total	\$ 714,800	\$701,100	\$671,800	\$701,200	\$706,900

Graphs to be added later by DFM

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Square Miles of Geological Mapping	988	916	1029	427
Number of Educational Programs for Public Audiences	5	5	15	20
Number of Geologic Reports	17	39	18	18
Number of Geologic Presentations	12	15	9	15
Number of Website Viewers (no robot searches)	311,075	201,507	255,661	434,076
Number of Grants and Contracts	15	22	12	12

Performance Highlights:

- The Idaho Geological Survey again ranked near the top of all STATEMAP funding awards from the National Cooperative Geologic Mapping Program. The number of square miles mapped depends on the scale (detail) of the quadrangle. Digital geologic web maps have a wide range of uses and are the most popular survey products.
- Robust sales of the 2012 Geologic Map of Idaho continued in FY 2014. Copies of the map were also distributed to all public middle and high schools in the state.
- Continued exploration following the announcement of new discoveries of oil and gas in SW Idaho have increased the need for IGS online oil and gas files and drill log information.
- The Idaho Geological Survey completed the third year of a substantial grant to contribute to the National Geologic Geothermal Data Program. Thermal-gradient holes drilled as part of this grant helped define a new exploration target for geothermal energy in southeast Idaho.
- Global interest from the mineral industry continues in Idaho's traditional mining products as well as undeveloped rare-earth elements critical to manufacturing computer processors and batteries.
- The second year of an industry-supported geologic study of the Stibnite Mining District was completed.
- A two-year study of aggregate characteristics funded by the Idaho Transportation Department was completed.

University of Idaho–Idaho Geological Survey

Performance Measurement Report

- Seismic site class and liquefaction susceptibility maps for part of the Big Wood River Valley area were completed with funding from the Idaho Bureau of Homeland Security.
- Continued IGS website enhancements and database organization streamline user's access to information online.
- Nearly all survey products are now available on the website. Over 400,000 users visited the Idaho Geological Survey website during the year.

Part II – Performance Measures

Performance Measure	2011	2012	2013	2014	Benchmark
Number of Publications on Geology/Hydrology/Hazards/Mineral Resources	27	33	30	32	35
Cumulative Percent of Idaho's Area Covered by Modern Geologic Mapping	34.0	35.2	36.2	36.6	36.4
Externally Funded Grant and Contract Dollars	\$548,704	\$635,580	\$874,357	\$371,023	\$531,085
Number of Website Products Delivered/Used	117,947	101,067	181,337	132,454	180,000

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Special Programs—Idaho Museum of Natural History

Performance Measurement Report

Part I – Agency Profile

Agency Overview:

Recognizing the importance of our natural heritage to the citizens of the State, the Idaho Museum of Natural History (IMNH) is charged with preserving and interpreting cultural and natural history for the citizens of Idaho. It is the mission of the Idaho Museum of Natural History to actively nurture an understanding of and delight in Idaho's natural and cultural heritage. As the official state museum of natural history, it acquires, preserves, studies, interprets, and displays natural and cultural objects for Idaho residents, visitors, and the world's community of students and scholars. The Museum also supports and encourages Idaho's other natural history museums through mentoring and training in sound museological practices and is building educational and research collaborations across the state.

The Idaho Museum of Natural History is home to collections in anthropology, archaeology, paleontology, earth science, and the life sciences. It holds an archive of collection related documentation, and field notes, historic and research documents, ethnographic photographs, and audio recordings. It also houses the eastern branch of the Archaeological Survey of Idaho. Researchers pursue scholarly study of the collections and publish their findings in peer reviewed and Museum-sponsored publications. Exhibitions emphasize the collections and mission of the Museum, and include permanent and special offerings. Educational classes for children, families, and adults provide more in-depth exploration of the natural history of Idaho.

Core Functions/Idaho Code:

The Idaho Museum of Natural History has two core functions:

- 1) To collect, care for, preserve, research, interpret and present — through educational programs and exhibitions — Idaho's cultural and natural heritage.
- 2) To support and encourage local and municipal natural history museums throughout the state of Idaho.

Revenue and Expenditures:

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$454,100	\$435,200	\$452,500	\$476,600
Encumbered Funds from FY08	\$0	\$0	\$0	\$0
Less budget Holdbacks	\$0	\$0	\$0	\$0
Total	\$454,100	\$435,200	\$452,500	\$476,000
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$440,300	\$420,945	\$438,700	\$441,600
Operating Expenditures	\$13,800	\$12,855	\$13,800	\$14,900
Capital Outlay	\$0	\$1,400	\$0	\$20,100
Trustee/Benefit Payments	\$0	\$0	\$0	\$0
Total	\$454,100	\$435,200	\$452,500	\$476,600

Profile of Cases Managed and/or Key Services Provided:

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013*	FY 2014*
Number of General Public Visitors	4,212	7,469	6,030	9,147
Number of Educational Programs for Public Audiences	27	45	64	45
Number of K12 Students on Class Tours	3,660	2,836	581*	770*
Outreach Visits to Idaho Schools (11 Trips)	1,949	3,060	3,523	606*
Number of K12 and Adult Tours	75	97	19	35*
Exhibitions Mounted	20	9	16	3
Loans from Collections	37	28	32	16
Visiting Scientists	56	34	16	38
Volunteer Hours	1850.5	2045.75	1926	1737.75

***Some Performance Measures were impacted by the long-term emergency medical leave of the museum education coordinator.**

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

- 1) **Collections and Associated Research:** a) Secure space, care and storage of collections; b) access to collections records and other archived information; c) research and presentation of new knowledge. These services are provided to those depositing collections, scholars, other natural history organizations, and Idaho's and others' museums.
- 2) **Education and Training:** on-site and web-based training via workshops, classes, outreach materials, internships, facilitated tours and exhibitions. These are provided to K-12 students, higher education students, instructors and teachers, residents and visitors.
- 3) **Resources, Expertise, and Consultation:** a) natural history object identification; b) specialty equipment for natural history object study; c) technical services supporting collections and research; d) expertise for compliance with Federal and State collections regulations; e) as a venue / space for exhibitions; f) as a source for natural history traveling exhibitions; g) expertise on natural history topics and museology. These are provided to residents, visitors, scholars, organizations and agencies required to repository collections in an accredited 36 CFR Part 79 compliant repository, other natural history organization, Idaho's and others' museums.

Performance Highlights:

The "Whorl Tooth Sharks of Idaho" exhibit generated the largest number of visitors in the history of the IMNH. Highlighted world-wide in notable blogs from Science, Scientific American, and other sources, this exhibit set a new standard for the IMNH. It is now on tour as a traveling exhibit.

Three major on-going National Science Foundation awards totaling over 1.6 million were continued.

- The Virtual Zooarchaeology of the Arctic Project is a 3D virtual museum of animal bones. This year we added the complete scans of two orca skeletons, the world's first complete scan of an orca.
- The Alamo Impact Project focuses on describing the crater geometry and ecosystem response to a Devonian bolide impact in southeast Nevada. This year, two MS Geology students completed field mapping and paleontological collecting efforts, and another coauthored the first article submission for the Project, describing size and volume estimates of the Alamo impact. Our two-week educational outreach in June trained K-12 educators and high school female students with field- and classroom-based research activities.
- The Development of Virtual Repositories for museum education is a funded project to develop prototypes for putting entire archaeological collections online in 3D images.

The Murdock Trust awarded the IMNH \$266,000 to continue the Virtual Museum of Idaho project.

The continuing \$600,000 grant from the Hitz Foundation is critically important to our service mission as The Idaho Museum of Natural History. The Museum continued an effort to put all of our collections on-line in a format readily accessible to the peoples of Idaho. The IMNH Virtual Museum of Idaho will be the foundation for presenting our Natural History to the world.

We hosted 38 researchers from outside the museum throughout the Divisions. In addition, workshops and training seminars were regularly held throughout the museum units. We gave over 35 tours of the collections and facilities to the public and professional communities. We mentored over 40 student interns and volunteers. We participated in a number of K-12 educational programs both in the museum and through visiting local schools. Annual visits from all Federal agencies identified the IMNH as the premier collections facility for federal collections in the region.

The Idaho Virtualization Laboratory, funded by the National Science Foundation, is a key part of the museum. We now house one of the INL / CAES 3D Virtual Environment units for 3D visualization and simulation as a long-term loan.

Accomplishments

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

- Created a traveling exhibit on the Whorl-tooth sharks.
- Created and installed the “When Giants Roamed Idaho” exhibit.
- Expansion of the Idaho Virtualization Laboratory for 3D modeling and visualization.
- Expanded access to collections.
- Completed cataloging projects.

Awards and Honors

- IMNH was highlighted in National Geographic magazine for its work on 3D technologies in museums.
- IMNH and the Virtualization Lab were highlighted in Scientific American and other science blog sites.

Education

- IMNH staff taught courses in Museum Studies.
- IMNH staff mentored 38 interns and 18 volunteers.
- Director Maschner gave keynote presentations at four conferences.

K12 Programs offered throughout the year included:

Muggle Magic is a single day event open to children and family members of all ages that combines popular fiction, such as Harry Potter, with non-fictional scientific subjects like zoology, botany, chemistry, technology, and paleontology. 453 visitors attended Muggle Magic in October 2013.

Science Trek, a program offered to 3rd, 4th, and 5th grade children from throughout southeastern Idaho, celebrated its 26th anniversary in April 2014. This program, a partnership with Idaho Public Television, over the course of 26 years, has introduced many STEM/scientific disciplines to 3,410 of Idaho’s youth by placing them with practicing scientists at Idaho State University.

The Alamo Impact Project has developed from the IGO project and continues the process of designing and developing the information and products pertinent to the diverse geology of participants’ local areas. The Alamo Impact Project worked with eight educators in Nevada and six teen-aged young women to deliver information and experience in the geosciences. Four girls were able to obtain a college credit through the Early College Program through the Alamo Impact Project. The Alamo Impact Project incorporates customizing the format of a professional development component to deliver information on the geosciences directly into rural classrooms.

Elementary Classes (K-6th Grade) are offered every semester for students interested in learning about Natural History at the Museum, with special emphasis on getting children excited about science, technology, engineering, and mathematics (S.T.E.M.). Class topics include plants, animals, astronomy, history, and engineering.

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014*	Benchmark
Number of People Served by the General Public Museum Programs	9,821	13,365	10,134 24% decrease	10,523*	Equal 2012
Grant/Contract and Donation Revenue Received	\$675,128	\$619,348	\$939,627 34% increase	\$756,381 20% decrease	Equal 2013
Number of Exhibitions Developed	20	7	14 100% increase	2**	5**
Number of Educational Programs	103	184	215 14% increase	61*** 71% decrease	Increase by 5%

*** Outreach Performance Measures were impacted by the long-term emergency medical leave of the museum education coordinator. Education attendance data from July 2013 – February 2014 are not available.**

**** Transition to fewer but larger and more spectacular exhibits.**

***** Decrease in number due to data not available for educational programs from July 2013 – January 2014.**

Performance Measure Explanatory Notes:

The Idaho Museum of Natural History went through significant changes during 2009 – 2010. These changes included the loss of staff due to retirement, reduction in force driven by deep cuts in funding, restructuring of core museum programs, and finding other employment. Staff numbers were decreased from 13 to 9 (six with full time appointments, three ranging from .15 to .6 appointments). These reductions in an already small staff impacted the number of programs offered in all years since that time. The IMNH has been without a full-time education coordinator for 16 months, which impacted all numbers for tours, outreach, and education.

The challenging economic climate and gallery remodeling affected the numbers of K12 school groups visiting the museum and numbers of children registered in K12 programs offered through the museum. One continuing program will be offering Museum learning experiences; both outreach and in gallery, to the 21st Century Afterschool program children through School District #25. This project works with 250 children at six different schools every month throughout the school year.

Museum activity for the next one - two years will be focused on the development of strong collections areas, the development of rigorous research performed by IMNH curators, and the delivery of knowledge to Idaho's learning communities in the form of new exhibits, although because of budget reductions, we no longer have any staff dedicated to exhibits. Critical to our future is the creation of the Virtual Museum of Idaho, so that students, public, and researchers may use our collections from anywhere in the world.

Special Programs—Idaho Museum of Natural History

Performance Measurement Report

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Health Programs—ISU Family Medicine Residency

Performance Measurement Report

Part I – Agency Profile

Agency Overview

There are now three family medicine residencies in Idaho – the ISU Family Medicine Residency (ISU FMR) in Pocatello, the Family Medicine Residency of Idaho (FMRI) in Boise and the Kootenai Family Medicine residency in Coeur d'Alene. All three programs are funded from State allocations, grants, local hospitals, Medicare and patient revenues. Idaho State University is recognized by the Accreditation Council for Graduate Medical Education (ACGME) as the official sponsoring institution of ISU – Family Medicine Residency (ISU FMR). Jonathan Cree, M.D. is the Director of the ISU FMR and Department Chair. He will step down as director September 2014.

Core Functions/ Idaho Code

1. Training family physicians to provide care to populations throughout Idaho, both rural and urban.

Idaho is 49th out of 50 in physician per capita state statistics in the USA and has a special problem recruiting physicians to settle in isolated rural Idaho. Both residency programs have an excellent track record of recruiting family physicians that settle and stay in Idaho, and give Idaho the honor of being the **seventh** state in the nation in retention rates. The ISU FMR has 21 medical residents, two pharmacotherapy residents and 3 psychology interns in training, and graduates seven new family physicians each June. Forty eight of ISU's 101 graduates have stayed in Idaho. The ISU FMR graduates its 20th class and 100th graduate June 28th, 2014

2. Provision of services to underserved populations in Idaho:

Reimbursement for medical services has been declining, while program costs have been climbing. The ISU FMR staffs community services such as the Health Department, adolescent detention centers, prison services, free clinics and HIV clinics. The Indian Health Service, migrant workers, nursing home residents, behavioral health unit patients, developmentally challenged children, and the home-bound also receive medical support from the residents and faculty. With the conversion of the residency clinic to become a New Access Point for Health West, a Federally Qualified Community Health Center, ISU is now better able to serve the indigent and uninsured of south east Idaho.

***Revenue & Expenditures**

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$877,200	\$857,300	\$873,000	\$905,200
Total	\$877,200	\$857,300	\$873,000	\$905,200
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$566,300	\$566,300	\$583,000	\$583,600
Operating Expenditures	\$310,900	\$291,000	\$291,000	\$321,600
Capital Outlay	\$0	\$0	\$0	\$0
Total	\$877,200	\$857,300	\$873,000	\$905,200

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of Residents in Training	20	21	21	21
Average Total State Funded Dollar Cost per Resident as a Percent of Total Residency Training Costs	14.1%	12.7%	12.8%	12.9%
Number of Health Profession Students (non-physician) Receiving Clinical Training at FMR Facilities	1PA 1NP 6 Psych, 8 dietetic (16)	2NP, 3psych, 12 pharmacy (17)	2NP, 3psych, 10 pharmacy (15)	2NP, 3psych 11 pharmacy (16)

Dollar Cost per resident

State dollars received by ISU FMR are \$905,000. Approximately 25% of these dollars are used for departmental support, leaving \$678,900 for 21 residents or \$32,000 per resident as our best estimate of dollar cost per resident. Total departmental budget is \$7.0M; \$905,000 is 12.9%. Components specifically attributed to residency costs is 10%.

Health Programs—ISU Family Medicine Residency

Performance Measurement Report

Performance Highlights:

Clinical Service Grants: The ISU FMR has active clinical grant writers who pursue grants to help offset residency deficits and enrich the clinical training. Over the last decade, these grants have assisted funding outreach to rural perinatal populations in American Falls and Aberdeen, uninsured GYN patients with pre-cancerous lesions of the uterine cervix, education in the New Model Office Paradigm and Quality Improvements. Total Title VII awards and clinical grants between 1999 and 2012 were \$5.9 million.

Title VII Awards 2008 – 2011, 2011 – 2015: ISU FMR received notice of a \$900,000 award to promote interventions in exercise, nutrition and lifestyle choices at all phases of the family life cycle. We combined a powerful, multi-disciplinary health resource personnel team that fostered the evolution of a new Therapeutic Lifestyle Center in our Family Medicine Clinic. These innovations were facilitated by an enhanced healthcare information technology infrastructure and the development of a Medical Home Business Model. In 2011, we received a 5-year \$1 million grant, Baby Boomer Medical Home (BBMH), over 5 years that will continue this work in the senior population and a new Hepatitis-C treatment grant for our infected patients. The BBMH is in its second year and has grown to have over 20 patients attending the gym, nutrition, and exercises weekly to the benefit of their personal health and population health.

Primary Care Expansion: The ISU FMR Program (Residency) is a well-established university-sponsored, community-based, fully accredited 6-6-6 expanding to 7-7-7 residency with a strong emphasis on care for the underserved and preparation for broad-spectrum rural practice. Family medicine residents receive clinical training in a sole community hospital and a community health center, caring for a culturally diverse and underserved patient population. The Idaho PCRE Project has allowed the Residency to expand from its prior resident complement of 18 total residents to 21 total residents over a five-year period. We achieved our full 21-resident capacity July 1, 2013.

Research Division: The ISU FMR sponsors an active and successful research division. We are the recipients of three prestigious NIH multi-center trials, AIMHIGH, CAPTION and ACCORDION. The division was a major contributor to the ACCORD study, which was completed in December 2010, and changed the approach to diabetes all over the world. More recent grants are called On Target, Tecos and Duke Exscel. A staff of highly qualified research assistants and coordinators service these grants; and the clinical research division is extremely productive in scholarly research publications. At the present time the ISU FM Research Division has secured over \$3M million in research funding.

New Access Point CHC Grant: For the past 4 years, the ISUFMR has been researching a financially viable way to merge the Pocatello Family Medicine clinic (teaching clinic of the residency) with the community health center operation of Health West. On June 20, 2012 it was announced in a second round of grant awards that the Health West ISUFMR New Access Point application was successful. In Oct 1 2012 the Clinic became a NAP for Health West. During this academic year, ISU and Health West have been working on combining the educational requirements of the ACGME and the regulatory requirements of HRSA for Health West. The percentage of care offered to the indigent by the Health West Pocatello Family Medicine Clinic is now at 18%. These FQHC funds are stabilizing the residency and reducing the subsidies that Portneuf Medical Center and ISU provide. These funds are patient care funds as opposed to state funding, which specifically supports residency education.

Regional and National Presentations: As part of the Baby Boomer Medical Home two interventions were carried out that have resulted in academically significant outcomes. The results of an intervention directed at preventing serious cardiac arrhythmias in older adults taking citalopram will be presented at the North American Primary Care Research Group meeting in Ottawa this November and a 'Research in Progress' abstract was also submitted for the next American College of Clinical Pharmacists Meeting. A presentation describing this intervention titled 'A Pharmacist-directed Interdisciplinary Approach for Medication Safety in Outpatient Settings' was presented to the Qualis Idaho 2013 Annual Patient Safety and Quality Improvement Conference: "Quality Improvement & Medication Management: Rx for Patient Safety". A second intervention to increase Hepatitis C screening in older adults was presented at a Breakfast Roundtable discussion at the STFM Annual Spring Meeting in Baltimore in early May of 2013 and an abstract of the Hepatitis C intervention outcomes was presented to the North American Primary Care Research Group in Ottawa in November of 2013.

Health Programs—ISU Family Medicine Residency

Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Percentage of Physician Residents Graduating ¹	100%	100%	100%	100%	100%
Percentage of Graduates Successfully Completing Board Examination ¹	83%	71%	100%	100%	100%
Percentage of Resident Training Graduates Practicing in Idaho ¹	40%	49%	48%	48%	50%
Number of Residents Matched Annually ¹	7	7	7	7	7
Percentage of Qualified Idaho Residents Offered Interviews for Residency ¹	100%	100%	100%	100%	100%
Number of Pediatric Rotations in 3 rd year	0	0	0	6	7
Meeting National PCMH Criteria ²	N/A	N/A	50% Met	90% Met	100% Met
Increase GME Reimbursement ³	\$1.6M 16.8 FTE	\$2M 18.1 FTE	\$2.4M 18.6 FTE	\$2.4M 18.6 FTE	\$2.4 M 18.6/21 FTE

Performance Measure Notes:

1. All of these measures speak to increased Access by ensuring well qualified medical students are recruited to be trained in Idaho, successfully graduate, pass their Boards so that they can be licensed and 50% of them settle in Idaho.
2. Meeting Patient Centered Medical Home Criteria is a goal for the ISU FMR. We have progressively been moving towards applying for Level 3 status and are on track to meet 100% of the criteria November 2014
3. The residency maximizes its Medicare Graduate Medical Education Reimbursement (GME) through documenting Resident FTE education through the annual hospital cost report.

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Part I – Agency Profile

Agency Overview

The Idaho Small Business Development Center (Idaho SBDC) was established in 1986 as a partnership between the U.S. Small Business Administration, the State of Idaho, and institutions of higher education. The Idaho SBDC provides no-cost business consulting and affordable training to help entrepreneurs and small business owners start and grow successful businesses. Nationally, as in Idaho, over 70% of net new jobs are being created by the small business sector.

The Idaho SBDC is a network of business consultants and trainers that operates under the umbrella of the state's colleges and universities. Boise State University's College of Business and Economics serves as the State Office with administrative responsibility for directing the type and quality of services across the state. Regional offices in the following locations are funded under sub-contracts with the host institutions.

North Idaho College – Post Falls
Lewis-Clark State College - Lewiston
Boise State University – Boise
Boise State University TECenter - Nampa
College of Southern Idaho - Twin Falls
Idaho State University - Pocatello
Idaho State University - Idaho Falls

The Idaho SBDC also manages two business incubators, the Technology and Entrepreneurial Center (TECenter) in Nampa and the Greenhouse in downtown Boise. These are locations that provide space and programs to help early-stage companies accelerate their growth.

Core Functions/Idaho Code

The Idaho Small Business Development Center has two basic functions—coaching/consulting and training.

Coaching/Consulting - The Idaho SBDC provides confidential, no-cost, individualized business consulting and coaching to help small business owners and entrepreneurs increase their knowledge, skills, and abilities for running a successful business. Primary consulting is accomplished with a small core staff of professionals, most with advanced degrees and five years or more of small business ownership/management experience. Business coaching/consulting is designed to provide in-depth business assistance in areas such as marketing, finance, management, production and overall business planning. The Idaho SBDC allocates sufficient resources to positively impact the individual small business' operation, a goal currently defined as 8.5 hours per consulting case.

Faculty and students at each institution expand the Center's knowledge and resource base and provide direct assistance in appropriate cases working directly with business owners and entrepreneurs on specific projects. The students are provided the opportunity, under the direction of professional staff and faculty, to apply classroom learning in real-world situations. 'Real-world' laboratory experience for our college and university faculty and students provides long-term benefits to the business community and helps the academic institutions remain current on needs, problems, and opportunities of Idaho's business sector.

The Idaho SBDC also provides low-cost, non-credit training to improve business skills. Workshops, primarily directed at business owners, are typically 3 – 4 hours in length and attended by 15 – 20 participants. Training covers topics such as marketing, accounting, management, finance, social media, etc. A variety of faculty, staff and private sector experts are used to ensure timely, useful material is presented by a subject-matter expert. A standard training format allows the Idaho SBDC to provide consistent, cost-effective training throughout the state.

Special Programs—Small Business Development Centers

Performance Measurement Report

Revenue and Expenditures:

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
Revenue	\$246,300	\$236,100	\$247,500	248,800
Total	\$246,300	\$236,100	\$247,500	248,800
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$49,451	\$43,108	\$42,210	\$41,500
Operating Expenditures*	\$196,849*	\$192,992	\$205,290	\$207,300
Capital Outlay	0	0	0	0
Trustee/Benefit Payments	0	0	0	0
Total	\$246,300	\$236,100	\$247,500	\$248,800

*Contracts with other universities for personnel costs for SBDC staff

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Number of Small Businesses Receiving Consulting	1,721	1,508	1,746	1,666
Average Hours of Consulting Per Client	9.3	11.1	10.8	9.9
Number of Small Businesses Trained	3,834	3,570	2,584	2,510
Number of Consulting Hours (annual)	16,013	16,687	18,809	16,653

Performance Highlights:

1. The Idaho SBDC spent FY14 strengthening services offered to technology companies. These companies are a focus because they create higher paying jobs. Our activities included:
 - Creating a "Tech Team" of consultants with the skills and knowledge to help technology companies who serve clients throughout the state
 - Attaining 85% occupancy at the TECenter incubator in Nampa.
 - Achieving a technology credential recommendation during our accreditation review
 - Producing a report detailing the role that other technology partners believe is appropriate for the Idaho SBDC
 - Serving 113 technology companies with 4,804 hours of assistance
 - Receiving an Small Business Administration (SBA) grant to assist small businesses and entrepreneurs with obtaining grants from the government through the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs
 - Training consultants in the use of the Business Model Canvas, a dramatically different approach to business planning
2. Students are an integral part of Idaho SBDC services. By pairing student teams and interns with small businesses and entrepreneurs, the businesses receive additional assistance and the students participate in real-world learning. In FY2014, the Idaho SBDC facilitated 107 student projects with 81 companies for a total of 9,390 hours.
3. The Idaho SBDC continues to collaborate with partners to serve small businesses throughout Idaho in the most efficient and effective way. This includes:
 - The host colleges and universities – Boise State University, Idaho State University, Lewis-Clark State College, North Idaho College and the College of Southern Idaho
 - The Small Business Legal Clinic operated by the University of Idaho Law School.

Special Programs—Small Business Development Centers

Performance Measurement Report

- State agencies including the Departments of Commerce, Labor, Environmental Quality, Administration, the Tax Commission and the Industrial Commission.
- Economic development professionals and Chambers of Commerce throughout Idaho
- Business professionals including attorneys, accountants, bankers, former clients, and executives.

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
Average Sales Growth of SBDC Clients as a Percent of Sales Growth of All Idaho Small Business Sales Growth ¹	470%	290%	650%	462%	300%
Capital raised by clients ¹	\$13,701,212	\$7,471,238	\$3,619,009	\$2,994,900	\$25,000,000
Total SBDC Client Employment Growth and Jobs Saved ¹	1,105	1,018	1,025	841	750
ROI (Return on Investment) - Additional Taxes Paid/Total Cost of the Idaho SBDC Program ¹	3.0	2.2	3.2	2.12	3.0
Sales Increase of SBDC Clients over an Average Idaho Business ¹	\$50,073,210	\$33,845,250	\$46,118,400	\$35,548,600 ²	\$25,000,000
New Business Started ²	70	53	89	83	72
Customer Satisfaction Rate (1-5) ¹	4.33	4.57	4.41	4.72	3.75

¹ *Economic Impact of Small Business Development Center Counseling Activities in Idaho: 2012- 2013*, James J. Chrisman, Ph.D.

² Client reported and verified data from Center IC Management Information System for FY14

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Special Programs—TechHelp

Performance Measurement Report

Part 1 – Agency Profile

Agency Overview

In 1993, the Idaho Department of Commerce convened 45 representatives of economic development groups who supported the manufacturing extension center concept. In 1994, the Governor and ten key economic development entities pledged support for manufacturing extension by signing Idaho's Technology Partnership Agreement. Approval to establish "TechHelp" within the National Institute of Standards and Technology (NIST) Manufacturing Extension Partnership (MEP) was granted in late 1995. In 1996, TechHelp was established at Boise State University and the first director and field engineer were appointed.

Today, TechHelp is a partnership of Idaho's three state universities and an affiliate of the NIST/MEP (Manufacturing Extension Partnership) system. It is also Idaho's Economic Development Administration University Center, targeting economically distressed areas of Idaho. TechHelp specialists have access to cutting-edge knowledge through links to local universities and to a national network of over 1300 manufacturing specialists through the MEP system.

TechHelp's eight manufacturing specialists operate out of offices in Boise, Twin Falls, Post Falls, and Pocatello. TechHelp's primary mission is to provide technical assistance, training, and information to strengthen the competitiveness of Idaho manufacturers through product and process innovation. TechHelp provides internships to students at the College of Engineering's New Product Development (NPD) Lab at Boise State University. Internships give university students the opportunity to gain real world experience with innovative Idaho companies and expose Idaho companies to talented young professionals looking to enter the state's workforce.

TechHelp Advisory Board

TechHelp's Executive Director reports to the Dean of the BSU College of Business & Economics and takes advisement from an Advisory Board made up of representatives from private industry, education, and government. TechHelp Board bylaws state that a full board consists of 9 - 11 members; at least seven of whom represent manufacturing and two from the public sector. The Director appoints non-voting members with approval of the Board.

TechHelp Partners

TechHelp works with state and federal partners, listed below, to meet its mission of assisting Idaho manufacturers. TechHelp also works with local groups such as chambers of commerce and economic development organizations to stay abreast of community development issues and meet the needs of Idaho companies.

Partnership	Center Role	Required/Desired of Center
U.S. National Institute of Standards Manufacturing Extension Partnership	MEP Center	Assist manufacturers in Idaho to focus on growth and innovation strategies to be more competitive
U.S. Economic Development Administration	EDA University Center	Provide best-practice assistance to manufacturers in remote/distressed areas of Idaho
State of Idaho	Economic Development	Support Project 60 goals by serving manufacturers in Idaho with methodologies to drive revenue growth, investment, cost savings and jobs.

Special Programs—TechHelp

Performance Measurement Report

Idaho State Universities (University of Idaho, Idaho State University)	Contracted Partner (outreach program for economic development)	Build University reputation through professional development activity, training and internships
Idaho SBDC	Informal Partnership	Cross-referrals and delivery of services
Idaho Department of Commerce	Idaho District Export Council	Collaborate with Idaho District Export Council on Export Excellence, Idaho's ExporTech program. Cross-referrals of small manufacturers needing product and process services
Idaho Department of Labor	Workforce Development Training	Provide Idaho workers with training in advanced manufacturing skills
Idaho Department of Agriculture	E3, Economy – Energy – Environment Program, Lean Manufacturing	Cross-referrals and delivery of services in rural regions of Idaho
Idaho Department of Environmental Quality	Informal Partnership, E3 program	Cross-referrals and delivery of services; collaborate on E3 (Economy-Energy- Environment) projects

Core Functions/Idaho Code

TechHelp helps Idaho manufacturers primarily through one-on-one services inside the companies. This contact ranges from major collaborative projects, which usually address a fundamental challenge facing the company, to smaller "value-added" projects, which typically bring a specific improvement to some aspect of company operations. TechHelp also hosts workshops and seminars statewide focusing on topics that impact Idaho manufacturers.

TechHelp's team of experts provides personalized solutions in the following areas of manufacturing.

- **Growth and Innovation**
 - Innovation Engineering
 - Export Excellence
 - New Product Development
 - Product Design, Prototyping & Testing
 - Design for Manufacturability
- **Process Improvements, E3**
 - Lean Manufacturing
 - Lean Enterprise Certificate Program
 - Lean Manufacturing for the Food Industry
- **Food & Dairy Processing**
 - Lean Office, Lean Enterprise
 - Quality Systems, ISO, Six Sigma
 - Food Safety
 - Food Safety and Hazard Analysis
& Critical Control Points (HACCP)
 - Global Food Safety Initiative (GFSI)
 - Food Safety Modernization Act (FSMA)
Audit Preparation

Revenue and Expenditures

Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$143,900	\$137,900	\$143,900	\$144,900
Total	\$143,900	\$137,900	\$143,900	\$144,900
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$0	\$0	\$0	\$0
Operating Expenditures	\$0	\$0	\$0	\$0
Capital Outlay	\$0	\$0	\$0	\$0
Trustee/Benefit Payments	\$143,900	\$137,900	\$143,900	\$144,900
Total	\$143,900	\$137,900	\$143,900	\$144,900

Special Programs—TechHelp

Performance Measurement Report

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY 2013	FY 2014
Average State Cost Per Client Served	\$1,050	\$770	\$992	\$900
Manufacturers Served	137	137	179	145
Customer Satisfaction Score (scale of 1-5)	4.63	4.76	No longer used	No longer used
Federal Minimum Acceptable Impact Measures Performance Score (scale of 0-100)	100	100	No longer used	No longer used
Bottom-line Client Impact: Ratio of National Median (national median = 1.0)	0.85	No longer used	No longer used	No longer used

Performance Highlights:

- Despite a struggling manufacturing sector, TechHelp's clients reported significant improvements in employment, sales and investments.
- TechHelp continued to score above the national median for MEP centers by the U.S. Department of Commerce.
- In addition to being a partnership of the three state universities, TechHelp partnered with several other state agencies - Department of Commerce, Department of Labor, Department of Agriculture, Department of Environmental Quality, Idaho District Export Council, and Small Business Development Centers – to provide integrated and effective services to Idaho's manufacturing community.
- TechHelp conducted 18 workshops during the year that trained over 700 attendees in E3 (Economy-Energy-Environment), Growth and Innovation, and Food and Dairy Processing.
- TechHelp staff conducted 107 client projects, 56 of which were product design and prototyping projects completed by TechHelp staff and BSU student interns in the BSU College of Engineering's Rapid Prototyping Laboratory.
- TechHelp developed strategies and tactics to continue the roll out of its E3 program in Idaho as well as to launch its Growth and Innovation I. TechHelp's E3 program provides coordinated technical assistance to help businesses thrive in an era of intense global competition. E3 starts with an assessment of potential Energy, Waste and Efficiency savings followed by a plan for realizing those savings.

Part II – Performance Measures

Performance Trend

Performance Measure	2010	2011	2012	2013	2014	Benchmark
Number of Jobs Created or Retained	261	276	335	160	387	Exceed prior year by 5%
Customer Satisfaction Score (scale of 1-10)	n/a	n/a	n/a	9.08	8.4	Exceed 8.0
New and Retained Client Sales	\$19.0M	\$44.6M	\$53.4M	1.027B	\$87.0M	Exceed prior year by 5%

Special Programs—TechHelp

Performance Measurement Report

Client Cost Savings	\$8.3M	\$3.25M	\$10.6M	1.248 M	\$9.0M	Exceed prior year by 5%
Client Investments in Improvement	\$5.7M	\$6M	\$6.6M	5.91 M	\$67.0M	Exceed prior year by 5%
Net Revenue from Client Projects	\$572	\$403K	\$367K	\$395K	\$450K	Exceed prior year by 5%
Grant Dollars for Operations & Projects	\$689K	\$699K	\$658K	\$724K	\$709K	Exceed prior year by 5%

Performance Measure Explanatory Notes:

* The survey instrument for Customer Satisfaction Score was changed in FY 2008 and in FY2013

** Bottom-line Client Impact was eliminated in 2012 from the survey instrument in favor of the raw sales, savings, investment and jobs measures listed previously.

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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 (WSU). The Doctor of Veterinary Medicine (DVM) degree is awarded to Idaho students by Washington State University College of Veterinary Medicine (WSU/CVM). Through the Caine Veterinary Teaching Center (CVTC) in Caldwell, the University of Idaho provides experiential learning opportunities for the majority of veterinary students who have an expressed interest in production agriculture.

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 teaching the equivalent of 65, one-month rotations in food animal production and clinical medicine at the Caine Veterinary Teaching Center (Caine Center) in Caldwell. These rotations are part of the Supplemental Core in the WSU/CVM Fourth-Year Curriculum. Faculty members at the Caine Center interact with Idaho veterinarians and livestock producers providing education and recommendations concerning animal production, diagnosis and clinical assessment of disease situations.

1. Provide access to veterinary medical education at WSU/CVM 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, 11 in each year of the 4-year curriculum.
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 experiential learning opportunities for senior veterinary students by teaching supplemental core rotations in food animal production medicine and clinical experience, which 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 2011	FY 2012	FY 2013	FY 2014
General Fund	\$1,822,500	\$1,811,300	\$1,882,300	\$1,955,800
Total	\$1,822,500	\$1,811,300	\$1,882,300	\$1,955,800
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$519,100	\$500,000	\$517,100	\$ 520,200
Operating Expenditures	1,203,400	1,211,300	1,244,300	1,276,500
Capital Outlay	0	0	20,900	59,100
Trustee/Benefit Payments	100,000	100,000	100,000	100,000
Total	\$1,822,500	\$1,811,300	\$1,882,300	\$1,955,800

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 2011	FY 2012	FY 2013	FY 2014
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	418	179	264	276
Number of Accepted Veterinary Diagnostic Samples (assays performed)	18,341	15,245	9,842	8,368

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- and out-patient clinical care, field call services, disease investigations as well as formal presentations by faculty and guest lecturers. 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. Several general and specialty clinical rotations are offered at the Caine Center, including:

- **General Food Animal Production Medicine and Surgery** – Seventeen 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 ruminants; live animal surgery labs; necropsy labs; and small group discussions.
- **Small Ruminant Production Medicine** – Two 2-week rotations in which students participate in all aspects of sheep, goat, and camelid production medicine. This block includes in-house referrals, breeding soundness exams, ultrasound pregnancy exams, treatment of urolithiasis, foot trimming, vaccination and parasite control programs, and dystocia management.
- **Cow/Calf Production Medicine** – Three 2-week rotations to familiarize students with beef cow/calf practice and 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.
- **Feedlot Production Medicine** – Three 2-week rotations 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 rotations in which students work alongside the personnel 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** – Two 2-week rotations 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

University of Idaho–WI Veterinary Medicine Performance Measurement Report

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** – Two 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 provided again this year by the J.A. Wedum Foundation to support a pre-veterinary summer intern for 2014. 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.** The Caine Center now offers 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 (Brown Mackie College and Broadview University). One faculty member serves as a member of the advisory committee for the (AVMA-approved) CSI Veterinary Technician Program.
 - D. Other Experiential Learning Opportunities.** On a case-by-case basis, and as resources allow, focused learning opportunities in laboratory experience are provided to students in high school or junior/community colleges.
 - E. Graduate Student Training.** Faculty and staff at the CVTC participate in training of graduate students. Two of the three current Caine Center faculty are members of the University of Idaho Graduate Faculty. In 2014, research projects for two graduate students were in progress – one Master's of Science candidate from University of Idaho; and one Master's of Science candidate from WSU.
 - i. The University of Idaho, Animal and Veterinary Science Department student is also a 3rd-year student enrolled in the College of Veterinary Medicine at WSU. His project developed from contacts with veterinarians through the NW-BVEP. Several faculty and staff at the CVTC, as well as other members of the AVS Department have provided input into his training and research project.
 - ii. The Washington State University/College of Veterinary Medicine student is the inaugural student in a newly-created combined program allowing the student to concurrently earn a DVM degree and a M.S. degree. This student also participated in the NW-BVEP during 2013 and 2014.
- 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. CVTC faculty and staff present continuing education programs for veterinarians at local, state, regional and national meetings, and participate as invited speakers at other local, state, regional national and international meetings. Faculty and staff present veterinary medical information to producers and animal owners both through oral presentations and in written format through the University of Idaho Extension Service publications and in lay magazines and journals. Outreach examples include: 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*.
- i. Beef POD – UI's College of Agricultural and Life Sciences Programs of Distinction (PODs). Faculty and staff at the CVTC support the development and activities of the Beef POD.
 - ii. Tours, job fairs, and career days. Tours of the CVTC and presentations at "career day" activities of local schools are also an outreach to the Idaho community. Staff members were invited to Vallivue Middle School to speak with approximately 125 students about working in veterinary medicine/science. Students also viewed preserved animal specimen displays, and

University of Idaho–WI Veterinary Medicine Performance Measurement Report

were invited to come to the Caine Center for tours. Three staff members put together an impressive booth and displays for a large career fair hosting two large area high schools. Students were able to look at materials through microscopes, view preserved specimens, ask questions, and signed up for more information about the UI and College of Agricultural and Life Sciences programs. 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, and Gem/Boise County Fairs, and Western Idaho State Fair in Boise.

3) Laboratory Diagnostic Services. The service and diagnostic components of the CVTC are integral to the food animal production medicine teaching program, offering laboratory diagnostic assistance or disease outbreak investigation for veterinarians and livestock producers in Idaho and surrounding states. These services, on a fee-for-service basis, continue to be in high demand. Our response to these requests is limited by our capacity to dedicate our already limited personnel resources to this activity. 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.

- i. The Microbiology laboratory services program at the Caine Center works with at least one student each year that is assigned to the Northwest Bovine Veterinary Experience Program (NW-BVEP). This includes assisting with training, testing and bacterial identification of bovine respiratory disease pathogens that these students isolate.
- ii. The Microbiology Section also isolates, biotypes, and maintains *Campylobacter*, *Mycoplasma*, *Moraxella* and *Salmonella* cultures for producers and veterinarians for shipment to outside vaccine laboratories for vaccine production. Each year, since 2006, *Campylobacter jejuni* and *Campylobacter fetus* isolates from aborted lamb fetuses and placenta have been shipped to a vaccine laboratory for vaccine production at the request of the Idaho Wool Growers Association.
- iii. The Microbiology laboratory services program at the Caine Center maintained our Laboratory Certification by passing three Johne's USDA-NVSL *Mycobacterium aviumparatuberculosis* (MAP) check tests in 2013: Johne's Serologic ELISA Proficiency Test; Johne's Milk ELISA Proficiency Test; and, Johne's Fecal Proficiency Test – MGIT liquid culture method.
- iv. Chronic wasting disease (CWD) testing is conducted for elk ranchers in the state of Idaho, in conjunction with Idaho Department of Agriculture Division of Animal Industries.

4) FY2014 Grants and Contracts.

A. Northwest Bovine Veterinary Experience Program (NW-BVEP). Grant funding in FY2014 includes \$76,800 in funding for the Northwest Bovine Veterinary Experience Program (NW-BVEP). Now in its seventh 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 received for the NW-BVEP in 2014 was \$3,500 more than was received in 2013. This funding supported salaries for 12 students (hired as temporary employees of the University of Idaho) participating in the 2014 summer program.

B. Wildlife/Domestic Disease Research. FY2014 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 21st year. Topics of investigation under this project umbrella include *Pasteurella*, *Mannheimia*, *Bibersteinia* and *Mycoplasma* species (PI: GC Weiser). Summary of recent research:

- i. 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.
- ii. Defined mycoplasma from domestic and bighorn sheep, and identified virulence factors for further analysis. We were invited to participate in a nation-wide study to standardize molecular identification of *Mycoplasma* species from bighorn sheep.

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- iii. Invited by the Utah Division of Wildlife Resources to lead the laboratory work to evaluate state-wide bighorn sheep herd health.
- iv. Characterized a portion of the Pasteurellaceae collection and domestic sheep isolates by gcp PCR (o-sialoglycoprotein endopepsidase polymerase chain reaction) 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.
- v. Publications: One refereed publication and one refereed book chapter came into print during the last year.
- vi. Meeting attendance: Invited presentation to the combined Idaho, Utah, and Wyoming Woolgrower's Convention. Participated in the Western Association of Fish and Wildlife Agencies Wild Sheep Working Group meeting.
- vii. A project initiated five 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 (PIs: GC Weiser, D Knowles).
- viii. Teaching and learning have also been an integral part of the wildlife/domestic disease research conducted at the Caine Center. This year we mentored, along with other Caine Center staff and faculty, a local high-school student for a brief period of time, and a Brown-Mackie College Laboratory Science student for an extended period of time.

C. Quality Assurance Laboratory Contract. This contract is an agreement between a biomedical diagnostic company and the Regents of the University of Idaho for the Caine Veterinary Teaching Center to perform quality assurance testing of their products. The company produces immunohistochemistry (IHC) reagents that are used for human cancer diagnostics, and has expanded development of assay kits used to identify prions in animal tissue. The Caine Center's experience and volume of scrapie tissue are utilized in quality assurance testing. An addendum to the original 2012 contract has been signed extending it to 2016, with the option of further extensions.

D. During FY 2014, the faculty at the Caine Center continued efforts in applied research, often in conjunction with veterinary teaching and outreach activities:

- i. 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).
- ii. A flock of scrapie-positive sheep is 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 publication in 2014 – R Kittelberger, L McIntyre, J Watts, S MacDiarmid, MJ Hannah, J Jenner, R Bueno, R Swainsbury, JPM Langeveld, LJ Mvan Keulen, F Gvan Zijderveld, WM Wemheuer, JA Richt, SJ Sorensen, CJ Pigott & JS O'Keefe (2014): Evaluation of two commercial, rapid, ELISA kits testing for scrapie in retro-pharyngeal lymph nodes in sheep, *New Zealand Veterinary Journal* (published on-line June 25, 2014):1-23.
- iii. 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 collection, testing of samples, and sharing isolates in collaboration with other laboratories.

University of Idaho–WI Veterinary Medicine Performance Measurement Report

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY 2013	FY 2014	Benchmark
1. Senior Veterinary Students Selecting Elective Rotations at the Caine Center.	54	71	67	71	40
2. Number/Percentage of Idaho Resident New Graduates Licensed to Practice Veterinary Medicine in Idaho.	7 Students (64%)	6 Students (56%)	9 Students (82%)	6 Students (60%)	7 students (65%)
3. Number of Disease Investigations Conducted by WI Faculty Members.	279	210	122	87	150
4. Number/Dollar Amount of Grants/Contracts by WI Faculty Members.	9 / \$358,651	8 / \$242,476	8 / \$326,332	8 / \$235,163	7 / \$300,000

Performance Measure Notes:

Our primary mission is teaching Supplemental Core Rotations at the Caine Veterinary Teaching Center. These rotations continue to be very popular with senior veterinary students and receive consistently high student evaluations. Diagnostic services and field service activities remain strong, although veterinary practitioners and producers continue to request services of a veterinary pathologist, which would enhance the program.

Of the five faculty positions assigned to the W-I Program, four positions have been affected by turnover since July 2010 – one due to retirement (July 2010) and three due to resignation (September 2011, December 2012, and July 2013). Two positions have since been filled – a Program Director/Veterinary Scientist (January 2013), and a Clinical Assistant Professor (January 2014). The two remaining vacancies each carry a portion of funding from Agricultural Research and Extension, and filling these positions remains under consideration by department and college administration. With only three of the five positions now filled, all faculty members have been handling a much heavier teaching and service/outreach load to try to maintain and efficiently utilize our teaching resources.



WIMU – Washington-Idaho-Montana-Utah Regional Program in Veterinary Medicine
(Washington State University, University of Idaho, Montana State University, Utah State University)

In 2012, WSU announced a new educational partnership program with Utah State University (USU) at Logan. With this new partnership, the W-I Program became known as the Washington-Idaho-Utah (WIU) Regional Program in Veterinary Medicine. Designed as a “2+2 program”, the Utah students spend their first two years in Logan, and the final two years at WSU in Pullman where, as seniors, they 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.

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.

University of Idaho–WI Veterinary Medicine Performance Measurement Report

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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-five 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 interim, Joseph Cloud, 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, Jerome, 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)).

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

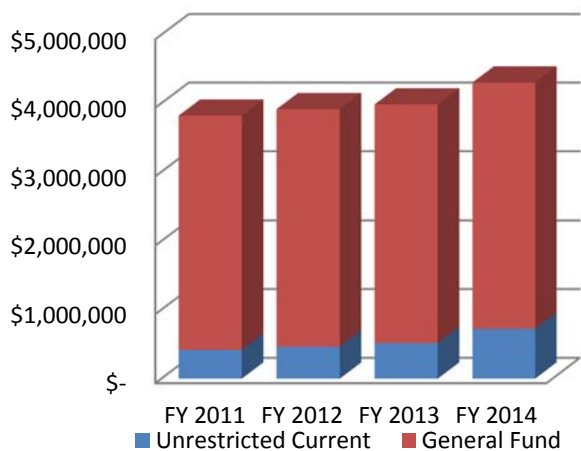
University of Idaho – WWAMI Medical Education Performance Measurement Report 2014

WWAMI

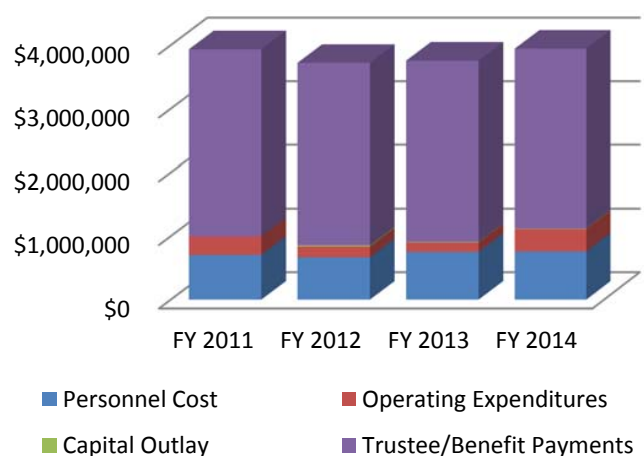
Revenue and Expenditures:

Beginning Fund Balance	FY 2011	FY 2012	FY 2013	FY 2014
	\$ 344,341	\$ 230,973	\$ 425,119	\$ 652,626
Revenue	FY 2011	FY 2012	FY 2013	FY 2014
General Fund	\$ 3,402,400	\$ 3,451,600	\$ 3,465,200	\$ 3,579,300
Unrestricted Current	418,449	463,763	518,164	725,148
Total	\$ 3,820,849	\$ 3,915,363	\$ 3,983,364	\$ 4,304,448
Expenditure	FY 2011	FY 2012	FY 2013	FY 2014
Personnel Costs	\$ 706,452	\$ 667,856	\$ 752,266	\$ 760,237
Operating Expenditures	287,996	168,612	149,805	352,356
Capital Outlay	-	18,150	8,270	7095
Trustee/Benefit Payments	2,939,741	2,866,599	2,845,515	2,825,234
Total	\$ 3,934,190	\$ 3,721,218	\$ 3,755,856	\$ 3,944,922
Ending Fund Balance	FY 2011	FY 2012	FY 2013	FY 2014
	\$ 230,973	\$ 425,119	\$ 652,626	\$ 1,012,153

Revenue



Expenditures



Cases Managed and/or Key Services Provided	FY 2011	FY 2012	FY2013	FY2014
Number of Idaho Students Applying to UW Medical School (WWAMI)	129	149	158	157
- Average GPA ID WWAMI	3.8	3.7	3.7	3.7
- Average MCAT Score ID WWAMI	9.5	10.2	10.2	10.0
Number of Idaho Students Admitted to UW Medical School	20	20	20	25
Number/Percentage of Graduates Practicing in Idaho (cumulative)	248/50%	254/49%	263/50%	281/51%

Performance Highlights:

1. In 2013-2014, 25 UWSOM students from Idaho completed their first year of medical school in Idaho. In addition, 14 third-year and 13 fourth-year UWSOM students (from Idaho and other WWAMI states) completed the majority of their clinical rotations within Idaho on the “Idaho Track”. Overall, a total of 89 different UWSOM third and fourth year medical students completed one or more clinical rotations in Idaho during this academic year. Those 89 medical students took a total of 260 individual clinical rotations in Idaho (166 required courses and 94 elective courses).
2. In February of 2014, the Idaho State Legislature appropriated funding to continue the support for 5 more first-year medical seats in the Idaho WWAMI Targeted Rural and Underserved Track program (TRUST). 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. In addition, the State of Idaho appropriated funding for 5 additional traditional WWAMI students. This expands the Idaho class size to 30 medical students starting in fall 2014.
3. Admission interviews for Idaho applicants took place in Boise, January 6-9, 2014 and in Seattle, February 24 - 28, 2014. Applicants choose their interview site; all interviews were conducted by Idaho physicians who make up the Idaho Admissions Committee during both weeks. For the entering class of 2014, Idaho received 157 total applications. Of these applicants, a total of 62 were interviewed, 37 in Boise and 25 in Seattle. Idaho WWAMI admission interviews in Boise are a permanent part of the WWAMI admission process for Idaho students.
4. Idaho WWAMI continues to nurture student interest in rural and underserved medicine through offering rural training experiences like the “Rural Underserved Opportunities Program” (RUOP) during the summer between their first and second years of medical school. During summer 2014, we placed 26 first-year medical students in this one-month rural primary care training experience throughout Idaho. Through the success of this program, the Idaho WWAMI RUOP program was the recipient of the 2012 Outstanding Program Award from the American Academy of Family Physicians, and was honored at the AAFP Foundation awards banquet in Philadelphia, PA.
5. This year, 3 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

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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 Kendra Coonse of Eagle, Derek Hill of Idaho Falls, and Scott White of Boise.

6. In addition, our WWAMI program goals include the continued development of the humanitarian and service interests of the medical students, and an enhanced ability to recruit from groups within Idaho that are traditionally underrepresented in medical school populations. To do this, WWAMI delivers outreach programs to high schools and community colleges to help encourage and prepare talented Idaho students from rural, underprivileged, or minority backgrounds who have an interest in medicine and health careers. In June 2014, Idaho WWAMI hosted the seventh Idaho Pre-Med Summit in Boise. Four regional college advisors and 49 pre-health and pre-medical students from across Idaho attended this advising and recruitment forum.
7. WWAMI-affiliated faculty at the UI continues to be highly successful in bringing research funding into Idaho from agencies such as the National Institute of Health (NIH) and the Department of Health and Human Services (DHHS). Additionally, WWAMI has had a long standing relationship with the Idaho INBRE Program, which recently received a \$16.3 million renewal grant from NIH. The 5-year grant allows INBRE to continue building its statewide network to enhance biomedical research at all nine of Idaho's universities and colleges and the Boise VA, through shared faculty funding and student research training support.

Part II – Performance Measures

Performance Measure	FY 2011	FY 2012	FY2013	FY2014	Benchmark
Number of Idaho Applicants Per Year; Ratio of State Applicants Per Seat	129 6.5 : 1	149 7.5 : 1	158 7.9 : 1	157 6.3 : 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	18	20	21	26	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)	50%	49%	50%	51%	41% 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)	73%	72%	73%	73%	>60%
Percentage of Idaho WWAMI graduates choosing primary care specialties for residency training	39%	53%	51%	50%	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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

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University of Idaho - FY2013 Research Activity Report

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

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

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

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

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WORKSESSION - PPGA

TAB B Page 133

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**



**Sponsored Project Activity Report
FY2013**

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

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

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

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

*Totals do not include construction project activity. Construction project information has been identified separately.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014
Idaho State University
Office for Research Economic Development
Award Breakdown by Funding Agency Type and Project Type
July 1, 2012 through June 30, 2013

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

File Name: Annual Awards FY2013

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014**

IDAHO STATE UNIVERSITY

SPONSORED PROJECT EXPENDITURE REPORT
FY2013

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

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

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

OCTOBER 15, 2014

Higher Education Research Strategic Plan
Performance Measure Report

Performance Measure	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014
Amount of ongoing state funding received annually at of the universities to support CAES activities	\$1,752,943	\$1,741,582	\$1,709,538	\$1,894,080	\$2,065,437
Number of graduate degrees resulting from CAES-related activities each year	59	57	197	211	372
Annual expenditures derived from external funds on CAES activities	NA	\$4,495,747	\$4,818,337	\$5,849,927	\$9,293,394
Number of collaborative, sponsored proposals submitted	19	16	75	106	77
Number of collaborative, sponsored projects awarded	12	13	53	48	53
Number of university/private sector facility use agreements (in both directions)	NA	NA	49	840	197
Number of proposed sponsored projects with private sector	95	124	150	157	258
Number of awarded sponsored projects with private sector	128	105	92	108	183
Number of student internships	1,931	2,293	2,688	2,905	2,480
Number of technology transfer agreements	25	29	35	26	34
Number of invention disclosures	39	57	55	43	47
Number of non-disclosure agreements	65	58	60	46	59
Number of patent filings	36	63	41	39	31
Number of issued patents	14	16	5	32	13
Amount of licensing revenues	\$203,201	\$289,798	\$478,891	\$404,153	\$1,192,007
Number of start-up companies	0	1	0	3	0
Number of jobs created by startup companies	0	8	0	12	0
Number of undergraduate students supported by sponsored projects	NA	972	846	782	1,383
Number of graduate students supported by sponsored projects	NA	763	710	699	860
Number of faculty and staff PAID BY sponsored projects	653	2,121	2,113	2,310	2,050
Number of peer-reviewed publications (students and faculty)	243	228	1,629	1,442	1,622
Number of theses and dissertations	446	490	487	563	482
Number of proposals targeted for research equipment, facilities, and services	17	20	16	17	23
Number of awards for research equipment, facilities, and services	14	6	8	8	11
Amount of space dedicated to research	695,954	879,867	963,253	961,123	\$980,922

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

OCTOBER 15, 2014

Higher Education Research Strategic Plan
Performance Measure Definitions

Performance Measure	Definition
Amount of state funding received annually at each of the universities to support CAES activities	As written and should include associated fringe benefits.
Number of graduate degrees resulting from CAES-related activities each year	Represents the number of degrees earned from all programs that produce graduates who will play a role in energy economy. See "tab A" for a list of degrees included.
Sponsored Project annual expenditures derived from CAES activities	Annual externally funded (sponsored project) expenditures derived from CAES activities.
Number of collaborative, sponsored proposals submitted	Collaborative new full proposal submissions that include subawards to or awards from other Higher Education institution in Idaho (excludes private higher education institutions).
Number of collaborative, sponsored projects awarded	Collaborative new awards that include subawards to or awards from other Higher Education institutions in Idaho (excludes private higher education institutions).
Number of joint hires	Formal agreements such as joint appointments. The primary party being the individual's university and the other parties being outside entities; thus the individual remains the employee of the university while assuming specify responsibilities for a secondary or tertiary entity. Includes: joint appointments, for example between national labs and universities), Intergovernmental Personnel Agreements, and the like.) Excludes: individuals for which the university is not the primary employer, for example visiting professors.
Number of university/private sector facility use agreements (in both directions)	Self explanatory
Number of proposed sponsored projects with private sector	New full proposal submissions with Private Sector – to include those that will be awarded from or has sub awards to private sector entities, which includes all for profit companies whether domestic or foreign. Number will be broken out as follows: (a) is funding from private sector, and (b) is federal flow through funding passing through a private sector entity.
Number of awarded sponsored projects with private sector	New awards with Private Sector – to include those that will be awarded from or has subawards to private sector entities, which includes all for profit companies whether domestic or foreign. Number will be broken out as follows: (a) is funding from private sector, and (b) is federal flow through funding passing through a private sector entity.
Number of student internships with private sector	Internship information is based on estimates by academic year (e.g., FY09=Academic year Summer 2008 through Spring 2009) and includes all student internships with private industry where the student received university academic credit.
Number of technology transfer agreements	Number of license agreements.
Number of invention disclosures	Self explanatory
Number of non-disclosure agreements	Self explanatory

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS**OCTOBER 15, 2014**Higher Education Research Strategic Plan
Performance Measure Definitions

Number of patent filings	Self explanatory
Number of issued patents	Self explanatory
Amount of licensing revenues*	Self explanatory
Number of start-up companies	Self explanatory
Number of jobs created by startup companies	Self explanatory
Number of undergraduate and graduate students supported by sponsored projects**	Represents the number of students (undergraduate & graduate) paid salary, or receiving tuition from sponsored projects.
Number of faculty and staff paid from sponsored projects	Represents the number of faculty and staff paid salary from sponsored projects.
Number of peer-reviewed publications (students and faculty)	Self explanatory
Number of theses and dissertations	Self explanatory
Number of proposals targeted for research equipment and facilities	Represents the number of new sponsored project full proposals that are primarily to acquire equipment or renovate or build new facilities.
Number of awards for research equipment and facilities	Represents the number of new sponsored project awards that were targeted for equipment or facilities.
Amount of space dedicated to research	Represents the total space designated as either 1) A space used for laboratory experimentation, research or training in research methods; professional research and observation or structured creative activity within a specific program or for sponsored research (whether sponsored with federal, state, private or institutional funds) OR 2) A space that directly serves one or more research/nonclass laboratories as an extension of the activities in those spaces.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014

SUBJECT

P-20 STEM Education Strategic Plan

REFERENCE

February 2010	The Board received an update on various STEM initiatives within the state.
May 9, 2011	The Board convened a STEM Summit to work on the development of a statewide STEM Roadmap.
February 2013	The Board reviewed the proposed STEM Education Strategic plan and requested changes be made to focus on the goals from six to four.
December 2013	The Board approved the goals and objectives of the statewide STEM Strategic Plan and directed staff to develop performance measures and benchmarks

BACKGROUND/ DISCUSSION

At the December 2013 Board meeting the Board approved the goals and objectives for the P-20 STEM Education Strategic Plan and directed staff to develop performance measures for consideration by the Board at their regular October Board meeting. Board staff, with input from the Idaho STEM Higher Education Network, have developed performance measures for the plan and are forwarding them to the Board for consideration.

In the process of developing meaningful measures it was determined that there were four (4) objectives included in the original plan that could not be measured in a meaningful way. Board staff is recommending those objectives be removed from the plan until such time as metrics can be developed to determine progress toward them.

IMPACT

The STEM education pipeline has many facets and is impacted by many stakeholders. While the Board can directly impact parts of the pipeline, the proposed plan will cover the entire pipeline and serve as the foundation for the development and collaboration of STEM education initiatives throughout the state.

ATTACHMENTS

Attachment 1 – Updated 2014–2018 STEM Education
Strategic Plan

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The number of meaningful measures identified specific to STEM education are currently limited. Several of the performance measures are used to measure progress for multiple objectives throughout the plan. Additional staff work will need to be done to better engage business and industry to garner input on additional performance measures in the future.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014

Staff recommends approval.

BOARD ACTION

I move to approve the 2014-2018 P-20 STEM Education Strategic Plan as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**IDAHO STATE BOARD OF EDUCATION
2014-2018
Science, Technology, Engineering, and Math
(STEM)
Education
Statewide Strategic Plan**



Vision Statement

The State Board of Education envisions a diverse citizenry with the STEM knowledge and skills needed for critical and creative thinking, problem solving, innovation and collaboration.

Mission Statement

Advance STEM for the future of Idaho by: increasing all students' interest, engagement, and success in STEM education; preparing students for STEM and related careers; and firmly establishing the partnerships between industry, education, and government to make these goals a reality.

Diversity Statement

Equitable access to P-20 STEM education opportunities and increased diversity will contribute to the success of students and employees entering STEM fields. Diversity and equal access are critical components of each goal within this plan.

Goal One

All students will have equitable access to P-20 STEM education opportunities, curriculum, programs, and policies that will improve P-20 student content knowledge, academic performance, and interest in STEM, contributing to the success of students and employees entering STEM fields.

Objective A: Increase student awareness, interest, participation and achievement in STEM.

Performance Measure: *Number of students majoring in STEM CIP codes (by demographic)*

Performance Measure: *Ratio of STEM degrees to non-STEM degrees*

Objective B: Assess and identify effective, innovative, and sustainable programs for delivering STEM education.

Performance Measure: *Completion rate of STEM majors (by demographic)*

Objective C: Develop processes for "scaling up" STEM education delivery models.

Performance Measure: *Number of students taking classes identified as STEM classes*

Performance Measure: *Number of sections of STEM-related courses*

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014

Objective D: Provide students, parents, and teachers with clear guidelines and advising on the academic requirements for a student to be prepared for STEM programs at the postsecondary level.

Performance Measure: *Percentage of students meeting science benchmark on ACT (by demographic)*

Performance Measure: *Percentage of students meeting math benchmark on SAT and ACT (by demographic)*

Objective E: Adopt framework for identifying and recognizing and programs aligned with 21st Century Skills in STEM.

Performance Measure: *STEM graduates employed in Idaho 1, 3, and 5 yrs after graduation*

~~**Objective F:** Develop a framework for industry to partner with schools to expose students to STEM jobs and industries.~~

Goal Two

P-20 educators will be diverse and of high quality and be prepared and able to incorporate and integrate STEM education in their curriculum and instruction.

Objective A: Develop meaningful system-wide professional development and mentoring programs for all education professionals designed to increase content knowledge as well as pedagogy.

Performance Measure: *Number of courses of STEM professional development offered*

Performance Measure: *Enrollment in STEM professional development courses*

Objective B: Create a STEM database that catalogs and recommends effective STEM teacher development programs (STEM Pipeline) and pedagogy

Performance Measure: *Number of education graduates teaching STEM courses by institution*

Objective C: Increase interest and participation in STEM education outreach activities offered by schools, colleges and universities, and industry.

Performance Measure: *Number of STEM outreach activities by institution*

Objective D: Increase the supply and influence of effective STEM teachers.

Performance Measure: *Pass rates of K-12 educators on mathematics and science subtests of certification exams.*

Objective E: Develop policies that promote innovative instructional practices to increase student achievement.

Performance Measure: *Percentage of students meeting science benchmark on ACT*

Performance Measure: *Percentage of students meeting math benchmark on SAT and ACT*

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 15, 2014

Performance Measure: Math remediation rates in postsecondary education

Goal Three

Create awareness and support for STEM education across the state.

Objective A: Develop diverse and culturally relevant communication messages and tools to highlight the importance of STEM.

Performance Measure: Number of STEM outreach activities by institution

Objective B: Identify and showcase STEM events statewide.

Performance Measure: Number of STEM outreach activities by institution

~~**Objective C:** Engage diverse stakeholders in dialog about STEM.~~

Goal Four

Develop a diverse STEM talent base that is prepared to meet the demands of a globally competitive economy and is informed by and aligned with statewide economic and workforce development initiatives.

~~**Objective A:** Develop, leverage and expand partnerships in STEM education including collaboration among education, business, community and government, including the development of learning communities and integrated STEM networks.~~

Objective BA: Align secondary and postsecondary STEM content and programs with workforce and societal needs.

Performance Measure: Number of schools with a STEM-centric charter

Objective CB: Increase STEM postsecondary degree production.

Performance Measure: Number of degrees awarded in STEM CIP codes

Performance Measure: Ratio of STEM degrees to non-STEM degrees

Objective DC: Develop clear and meaningful processes for business engagement and learning at the elementary/secondary and postsecondary levels.

Performance Measure: Number of students participating in STEM internships

Performance Measure: Number of students participating in STEM undergraduate research

Performance Measure: Number of schools with a STEM-centric charter

~~**Objective E:** Communicate STEM values and successes to diverse partners, policy leaders, employers, parents, students and educators.~~

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**CONSENT AGENDA
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
1	BAHR-SECTION II- UNIVERSITY OF IDAHO Verizon License Agreement- Theophilus Tower	Motion to Approve
2	IRSA – Idaho EPSCoR Committee Appointment	Motion to Approve
3	IRSA- HIGHER EDUCATION RESEARCH COUNCIL APPOINTMENT	Motion to Approve
4	PPGA – Indian Education Committee Appointment	Motion to Approve
5	PPGA-Alcohol permits- President Approved Report	Motion to Approve

BOARD ACTION

I move to approve the Consent Agenda as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**CONSENT AGENDA
OCTOBER 16, 2014**

UNIVERSITY OF IDAHO

SUBJECT

License Agreement with Verizon Wireless.

REFERENCE

March 2004	The Idaho State Board of Education approved License Agreement with Verizon Wireless Services
February 2007	The Idaho State Board of Education approved extension of License Agreement with Verizon Wireless Services
August 2014	The Idaho State Board of Education approved License Agreement with AT&T Wireless Services

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

AT&T, T-Mobile, and Sprint, through prior license agreements with the University of Idaho, have installed and maintained transmission equipment on the rooftop of UI's Theophilus Tower. Verizon is now requesting similar permission to install and maintain their equipment to provide its customers with wireless personal communication service in the surrounding area. The proposed agreement is similar to that recently approved by the Board for AT&T with an annual payment of \$24,000/yr. The proposed agreement grants Verizon permission to use the building rooftop for five years with the ability for Verizon to extend for two additional five year periods. These renewal periods provide fee increases to UI of 15% for each of the two extensions.

IMPACT

In return for payment, Verizon will be granted permission to install equipment that will not interfere with University operations in this student residential building.

ATTACHMENTS

Attachment 1 – Proposed License

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Verizon is required to carry general liability insurance as set forth in section 11 of the contract.

Staff recommends approval.

**CONSENT AGENDA
OCTOBER 16, 2014**

BOARD ACTION

I move to approve the request by the University of Idaho for authority to grant a five year license to Verizon Wireless in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Vice President for Finance and Administration to execute the license and any related documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LICENSE AGREEMENT

This License Agreement ("Agreement") is made between the Board of Regents of the University of Idaho, a state educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho ("Grantor"), and Idaho RSA No.2 Limited Partnership d/b/a Verizon Wireless ("Grantee"), collectively the "Parties".

RECITALS

A. WHEREAS, Grantee wishes to install, operate, and maintain equipment necessary for purposes of operating a personal communications service systems specified in Exhibit A ("Equipment") on the roof of Grantor's Theophilus Tower at 1001 Paradise Creek St, Moscow ID 83844 ("Site").

B. WHEREAS, Grantor wishes to grant and Grantee wishes to receive a license for purposes of installing, operating, and maintaining Equipment all on the terms and conditions set forth herein;

WHEREFORE, Parties agree as follows:

TERMS AND CONDITIONS

1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, and maintain Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. The Parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein. This Agreement is not revocable at will by Grantor and may only be terminated as set forth herein.

2. Access to Premises. Grantee may gain periodic access to Site by calling (208) 885-7379. Except in cases of emergency ("emergency" meaning the existing or imminent disruption of Grantee's permitted service without immediate access), all scheduling for access and the actual access shall occur between 8 am to 4 pm Monday through Friday, excluding University of Idaho holidays. Such non-emergency access shall be requested at least 48 hours prior to the planned time for requested access. Subject to specific Grantor approval, Grantee shall have rights of ingress and egress to Site for the purposes of installing, inspecting, repairing, maintaining, operating, servicing or removing Grantee's Equipment. However, prior to entrance into or onto the building, Grantee's agent or contractor shall provide photo identification identifying the person as an employee of the Grantee or Grantee's contractor or subcontractor. Upon notification and identification as provided herein, an employee or agent of Grantor shall arrange for Grantee to enter the Site. Grantor may require Grantee and its employees, agents, and contractors be accompanied by an employee or agent of Grantor at all times while Grantee and its employees, agents, and contractors are inside, on, or about Grantor's property or at the Site. At no cost to Grantee, Grantor shall provide Grantee with the necessary temporary parking permits to facilitate Grantee's access. Grantor shall not have unsupervised access to Grantee's Equipment, except in the event of an emergency as reasonably determined by Grantor.

3. Term of License. The license granted hereunder shall commence on the date of November 1, 2014 (the "Commencement Date"), and shall terminate on October 31, 2019 ("Initial Term"). This Agreement shall automatically be extended for two (2) additional five (5) year terms unless Grantee terminates it at the end of the then current term by giving Grantor written notice of the intent to terminate at least six (6) months prior to the end of the the-current term.

4. Fees and Expenses. Within sixty (60) calendar days following the Commencement Date and no later than August 31 of each subsequent year of the Initial Term, Grantee shall pay to Grantor a use fee of Twenty four thousand and 00/100 Dollars (\$24,000.00) per year (the "Use Fee") which fee amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee shall be payable to "Bursar, University of Idaho", and mailed to the attention of Auxiliary Services, University of Idaho, 875 Perimeter Dr MS 2014, Moscow ID 83844-2014 or such other person as Grantor shall provide to Grantee by written notice. Failure to pay the Use Fee and/or any charges or expenses assessed or incurred hereunder on or before the due date shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid. The Use Fee for each five-year extension term shall be increased to an amount equal to 115% of the Use Fee payable with respect to the immediately preceding five-year term.

5. Use of Site.

a. Subject to Grantor's prior written approval, such approval not to be unreasonably withheld conditioned or delayed, Grantee shall have the right to install, maintain, and operate Equipment specified in Exhibit A on the Site. All of Grantee's construction and installation work and any subsequent work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner and shall be subject to Grantor's prior written approval of Grantee's submitted installation plan. Grantor's review shall include, but not be limited to timing of installation, method of installation, location of Equipment on the Site (to the extent they may vary from the initial installation specification and diagrams of Exhibit A) including the location of any equipment placed at some distance from the rooftop Site. Grantee shall submit information regarding appearance, attachment to the Site, the above and below ground wiring or cabling plan, the method and time of access for installation and facility or landscape restoration plan as well as any other information reasonably required by Grantor to determine the acceptability of Grantee's proposed installation. Should such information be adequate, Grantor shall provide acknowledgement of its approval to Grantee in writing within 15 days. Title to Equipment shall be held by Grantee. All Equipment shall remain Grantee's personal property and are not fixtures (except any prior or future improvements to the building's electrical system performed by Grantee and such improvements shall remain and become the property of Grantor upon installation). Grantee shall have the right to remove all Equipment at its sole expense on or before the expiration of this Agreement or its earlier termination; provided, Grantee restores the Premises and the routes used for access to the Premises to the condition that existed at the Commencement Date, reasonable wear and tear excepted.

b. Electricity shall be provided by Grantor. Unless failure or interruption of utility service is caused by the intentional act or omission of Grantor, Grantor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Site. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Grantee to terminate this Agreement or to abate the Use Fee Grantee is required to make under this Agreement,

ATTACHMENT 1

unless such failure or interruption is caused by the intentional act or omission of Grantor. For the purposes of this Section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Grantor. To the extent any interruption can be scheduled or otherwise anticipated, Grantor shall provide Grantee with no less than seventy-two hour notice prior to such interruption. No written approval or notice shall be required for emergency use of generators provided by Grantee.

c. Grantor may require Grantee to take reasonable steps for installation of new equipment (including, but not limited to, prescribing a color and shape that blends with the Premises) to camouflage Equipment so that Equipment does not detract from the appearance of Site.

d. Grantor reserves the right, upon one hundred and twenty (120) days prior written notice to Grantee, to relocate Equipment to another suitable site within Grantor's property ("Alternate Site"). The size, location and dimensions of the Alternate Site shall be mutually approved by Parties prior to re-location as suitable for the purpose of operating telecommunication facilities and shall not materially diminish the signal pattern of Equipment or impair or in any manner diminish the quality of communications service provided by Grantee. In the event Grantee does not accept such Alternate Site proposed by Grantor, Grantee may terminate this Agreement effective one hundred eighty (180) days from the date of Grantor's notice to relocate from Site. The costs of relocating (or removing) Equipment to the approved Alternative Site (or from Grantor's property if Grantee does not accept Alternate Site) are the responsibility of Grantee. In the event Grantor orders relocation of Equipment to an Alternate Site as provided herein, Grantor shall pay Grantee \$2500, with said amount to be paid as a deduction in the subsequent year's Use Fee (or paid directly to Grantee within thirty days of Grantee's removal of Equipment from Grantor's property if Grantee does not accept Alternate Site).

e. Grantee shall obtain all required permits and regulatory approvals prior to installation of Equipment. Costs for any such permits or approvals shall be the sole responsibility of Grantee or Grantee's agents.

f. Grantee shall not erect any signs (except as required by law), display any banners, or exhibit any type of promotional materials on or near the Site. Warning signs regarding Equipment may be permitted by Grantor upon written request by Grantee.

g. Grantee shall operate Equipment in a manner that will not cause interference to Grantor and lessees, licensees, or occupants of the building. All operations of Grantee shall comply with all Federal Communications Commission ("FCC") requirements and other applicable federal, state, and local laws, rules, regulations, and ordinances. Grantor may consider Grantee's or Grantee's contractor's or subcontractor's breach of this provision a material breach of the Agreement. Grantee will resolve any technical interference problems with other equipment or services located at or near the Site, whether installed as of the Commencement Date or at a later date during the Term of this Agreement. In the event that a technical interference problem arises, Grantee will work with Grantor to resolve the problem immediately in a mutually satisfactory manner. However, if a mutually satisfactory resolution cannot be agreed upon, the Grantor may, in its sole judgment, make the final determination of the manner in which the problem shall be resolved.

h. Grantee shall maintain Equipment and Site in good working condition. However, Grantee shall not be required to make any repairs to the Site unless such repairs shall be necessitated by reason of an act or omission of Grantee.

i. Nothing in this Agreement shall preclude Grantor from entering into similar agreements with other parties. Grantee shall not cause or permit any other communications service provider, alternative local carrier, or other third party owned or controlled facilities or equipment to be installed without the express written permission of Grantor.

j. Grantee shall restore any landscaping or facility damaged by access for installation or subsequent maintenance, repair, operation, service, modification, or removal of Grantee's Equipment.

k. Grantee shall use caution in preparing the Site for utility placement or trenching (if any is required). In particular, Parties recognize that standard locating measures may not reveal all previously placed utilities or other objects. As such, Grantee shall take all necessary precautions to prevent damaging any concealed/buried utilities and infrastructure that is likely present within the Site and adjoining grounds and Grantee shall instruct its construction crew to use caution and appropriate methods in order to avoid severing or damaging existing utilities or other objects from existing systems.

6. Grantor's Access to Premises. Grantor shall at all times have access to and the right to inspect the Premises and the Grantee Facilities. Grantor shall not have unsupervised access to Equipment, except in the event of emergency.

7. Taxes. If personal property or other taxes are assessed, Grantee shall pay any portion of such taxes attributable to the Equipment.

8. Termination.

a. This Agreement may be terminated without further liability on thirty (30) days prior written notice by either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, however if the nature of the default is such that it cannot be cured within thirty (30) days then no default will be deemed to exist so long as the defaulting party commences to cure the default within the thirty (30) day period and diligently prosecutes the same with reasonable diligence, provided that the grace period for any monetary default is thirty (30) days from receipt of written notice; or by Grantee for any or no reason, provided Grantee delivers written notice of early termination to Grantor.

b. This Agreement may be terminated without further liability on thirty (30) days prior written notice by Grantee in the event Grantee determines that the Site is no longer technically compatible for its use, or Grantee, in its sole discretion, determines that the use of the Site is obsolete or unnecessary.

c. Upon termination or expiration of this Agreement, Grantee, at its own expense, shall remove the Grantee Facilities and restore the Site to the condition that existed prior to Grantee's installation of Equipment, reasonable wear and tear excepted. In the event Grantee terminates this Agreement early for reasons other than default by Grantor, Grantee shall not be reimbursed for previously paid Use Fee, but such termination shall terminate all future Grantee obligations regarding subsequent years' Use Fee.

9. Destruction or Condemnation. If Grantee chooses not to terminate this Agreement upon destruction or condemnation, the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of Site until such time as the damage is repaired or Site replaced.

10. Indemnity. Grantee and Grantee's agents and subcontractors shall, to the fullest extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses which Grantor may incur as a result of any act or omission of the Grantee, Grantee's agents, contractors, and subcontractors in their use of Site under this Agreement or any other action in relation to this Agreement. If any action, claim or demand is made against Grantor for any act or omission of the Grantee, its agents, contractors and subcontractors, the Grantee agrees to assume the expense and shall pay all costs, charges, reasonable attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all reasonable attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this Agreement for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this Agreement.

Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the *Idaho Tort Claims Act*, Grantor shall hold Grantee, its agents and assigns, harmless from and/or against 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 performance under this Agreement. This does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of Grantee, its agents or assigns—including conditions of Grantor's premises, or when the claim or suit is made against Grantee by the University, the State of Idaho, or any of its agencies. Except for claims arising from its own acts of gross negligence or intentional misconduct, Grantor will not have any liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Grantee for any reason. The obligations pursuant to this Section 10 shall survive the termination or expiration of this Agreement. Grantee shall promptly notify the University of Idaho, Attn: Risk Management Officer, 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, of any such claim of which it has knowledge and shall cooperate fully with Grantor or its representatives in the defense of the same. Grantor's liability coverage is provided through a self-funded liability program. Limits of liability are \$500,000 Combined Single Limits, which amount is the Grantor's limit of liability under the Idaho Tort Claims Act.

11. Insurance. Grantee and Grantee's contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 11, and provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from Grantee and Grantee's contractor and subcontractors shall be provided (7) seven days prior to Grantee's use of Grantor's property. All insurers shall have a Best's rating of "A minus V" or better and be eligible to do business in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose to maintain. All required liability policies shall include State of Idaho and the Regents of the University of Idaho as an additional insured. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or

ATTACHMENT 1

omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any. Certificates shall be mailed to: 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, Attn: Risk Management. The Workers Compensation shall contain waiver of subrogation coverage or endorsements. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. Grantee shall at its sole cost and expense, procure and maintain insurance of the types and in the amounts described below:

a. Commercial General Liability Insurance: Grantee and Grantee's contractors and subcontractors while working hereunder shall maintain commercial general liability (CGL) with a limit of not less than \$1 million each occurrence and \$2million in the aggregate. 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 contractual liability coverage.

b. Commercial Auto Insurance: Grantee and Grantee's agents, contractors and subcontractors shall maintain a Commercial Auto policy with a Combined Single Limit of \$1million. Coverage shall include Non-Owned and Hired Car coverage.

c. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee's agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers or agents.

d. Workers' Compensation: Where required by law, Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee's agents and subcontractors, and for forwarding such Certificates to Grantor. Notwithstanding the forgoing, Grantee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply:

(i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and

(iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

ATTACHMENT 1

12. Waiver of Subrogation. Grantor and Grantee release each other and their respective principals, employees, representatives, and agents, from any claims for damage to any person or to the Site or to the Equipment thereon or to the Site caused by, or that result from, risks insured against under property insurance policies carried by the parties and in force at the time of any such damage. Grantor and Grantee shall cause each property insurance policy or equivalent obtained by them to provide that the insurance company or equivalent waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

13. Assignment and Sub-licensing. Grantee may not assign, sublicense, or otherwise transfer all or any part of its interest in this Agreement or the license granted herein without the prior written consent of Grantor, provided however that Grantee may assign or otherwise transfer upon written notice to Grantor, but without consent such interest to its parent company, any subsidiary, "partner or affiliate" (partner or affiliate is defined as "any party licensed, approved or permitted by the FCC to share Grantee's radio frequency spectrum and signal") or to any successor-in-interest or entity acquiring a controlling interest in its stock or assets. Grantee may not permit any other entity or individual to use the Site or Equipment without the prior written consent of Grantor.

14. Hazardous Substances. Grantee agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site or Grantor's property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the U. S. Government or the State of Idaho to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

15. Attorneys' 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.

16. Notice. Any notice under this Agreement shall be in writing and be delivered by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested, to be effective when properly sent and received, refused or returned undelivered. 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 Grantor:

Regents of the University of Idaho
Vice President, Finance & Admin
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

The Grantee:

Idaho RSA No. 2 Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Rd
Bedminster NJ 07921

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of Grantee and an authorized representative of Grantor.

18. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the state of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the court of competent jurisdiction in Latah County, Idaho.

19. Non-Use of Names and Trademarks. Grantee shall not use the name, trade name, trademark, or other designation of the Grantor, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any other purpose (other than in performing under this Agreement) without the Grantor's prior written consent in each case.

20. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

21. 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.

22. 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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

23. Nondiscrimination and Affirmative Action.

A. Grantee shall not 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, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Grantee certifies that it does not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Grantee agrees to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall

be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

2. For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

3. For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

4. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

B. Grantee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 which is related to the performance and obligations under this Agreement and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

24. Institution's Rules, Regulations, and Instructions. Grantee shall follow and comply with all rules and regulations of the Grantor and the reasonable instructions of Grantor's personnel. The Grantor reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

25. Representations and Warranties. Grantee 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 perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is 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 that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder Grantee will not be in breach of any agreement with a third party; and (d) that it has inspected the property and Site and that the same are suitable and adequate in all respects for Grantee's operations under this Agreement. To the extent explicitly permitted by this non-exclusive license agreement, Grantor covenants that Grantee, on paying the Use Fees and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Site for its permitted uses.

26. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

27. Time of Essence. All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

28. No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

ATTACHMENT 1

29. Entity Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

GRANTOR:

Board of Regents of the University of Idaho

Ronald E. Smith, Vice President
Finance and Administration

Date: _____

GRANTEE:

Idaho RSA No. 2 Limited Partnership
d/b/a Verizon Wireless

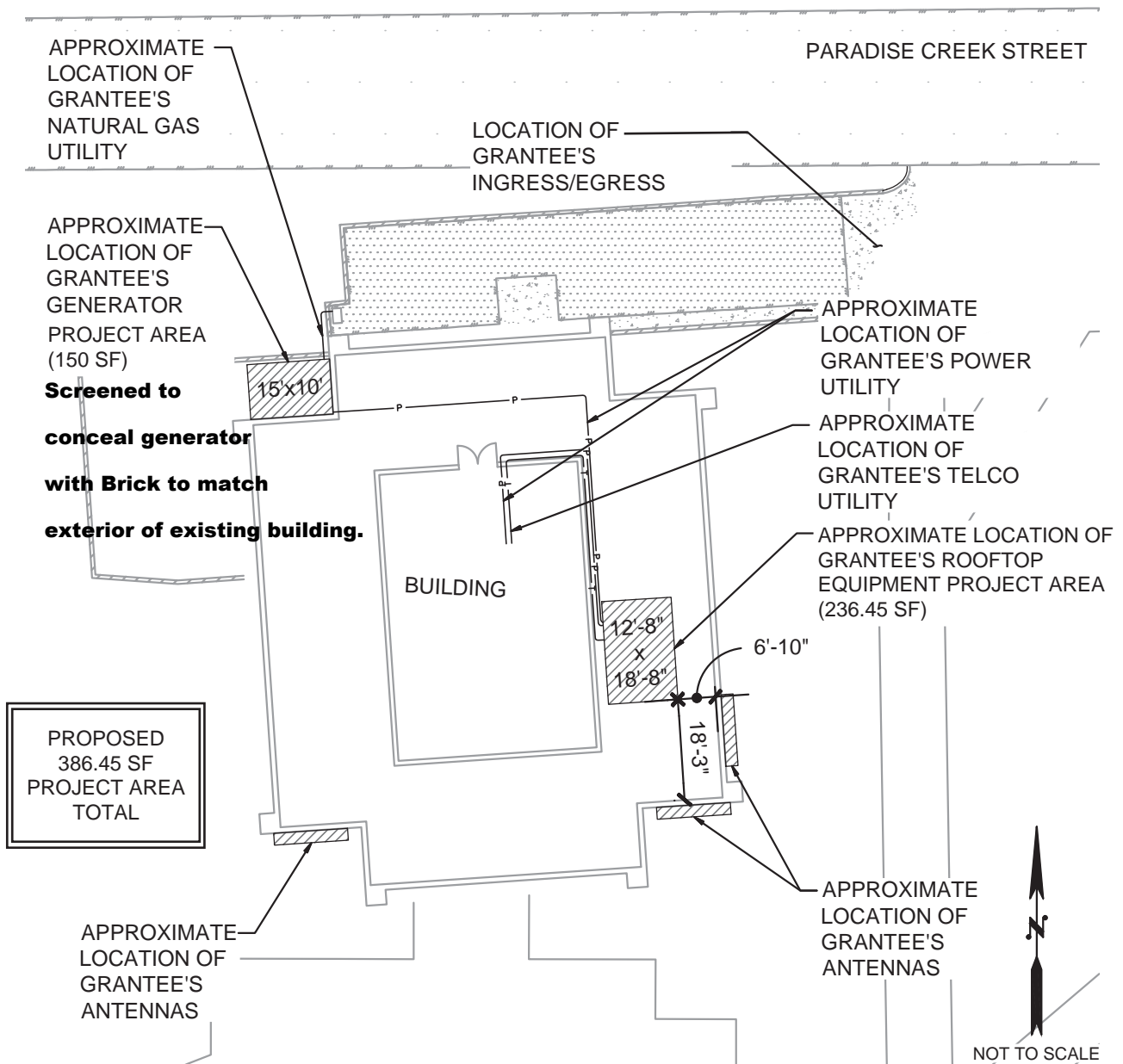
By: Verizon Wireless (VAW) LLC,
its general partner

Brian Mecum
Area Vice President Network

Date: _____

EXHIBIT A

LEW PALOUSE
THEOPHILUS TOWER
1001 S PARADISE CREEK STREET
MOSCOW, ID 83844
PARCEL # RPM00000076610



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**CONSENT AGENDA
OCTOBER 16, 2014**

SUBJECT

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

REFERENCE

April 2012	Board appointed Gynii Gilliam's as the Commerce Representative to the Idaho EPSCoR Committee
August 2012	Board appointed Dave Tuthill to the Idaho EPSCoR Committee
February 2013	Board reappointed Doug Chadderdon and Jean'ne Shreeve to the Idaho EPSCoR Committee
June 2013	Board appointed Dr. David Hill as the INL representative to the Idaho EPSCoR Committee
December 2013	Board reappointed David Barneby to the Idaho EPSCoR Committee
February 2014	Board appointed Matt Borud as the Commerce Representative to the Idaho EPSCoR Committee (Replacing Gynii Gilliam)

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board. The membership of this committee is constituted to provide for geographic, academic, business and state governmental representation as specified in Board policy. The Idaho National Laboratory (INL) has one seat on the committee. In June 2013 the Board appointed Dr. David Hill to the committee as the INL representative. With Dr. Hill's appointment to the State Board of Education a new INL representative is needed for the Committee.

**CONSENT AGENDA
OCTOBER 16, 2014**

ATTACHMENTS

Attachment 1 – Todd Allen Letter of Interest	Page 3
Attachment 2 – Todd Allen Resume	Page 4
Attachment 3 – EPSCoR – Recommendation	Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Dr. Todd Allen is deputy laboratory director for Science & Technology. He has been a professor in the Department of Nuclear Engineering and Engineering Physics at the University of Wisconsin–Madison since 2003. Dr. Allen's research expertise is in the area of materials-related issues in nuclear reactors, specifically radiation damage and corrosion. His research interests also include energy policy and the sustainability of nuclear energy. From 2008 through 2012, he was the scientific director for the Advanced Test Reactor National Scientific User Facility at INL, a position he held in conjunction with his faculty position at the University of Wisconsin. Dr. Allen is director of the Center for Material Science of Nuclear Fuel, a Department of Energy Office of Science Energy Frontier Research Center at INL, and was previously the director of INL Fuels and Materials CORE of the Institute of Nuclear Energy, Science and Technology. He served as a nuclear-trained submarine officer and is a retired Navy captain. He earned a doctorate in nuclear engineering from the University of Michigan in 1997 and began his research career at Argonne National Laboratory-West in Idaho Falls. He holds a master's degree in nuclear engineering from the University of Michigan, a master's degree in information management from George Washington University, and a bachelor's degree in nuclear engineering from Northwestern University.

Board staff recommends approval.

BOARD ACTION

I move to appoint Todd Allen to the Idaho Experimental Program to Stimulate Competitive Research (EPSCoR) Idaho Committee as a representative of the Idaho National Laboratory, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT AGENDA
OCTOBER 16, 2014



September 11, 2014

Mr. Rick Schumaker
Idaho EPSCoR
University of Idaho
875 Perimeter Dr., MS 3029
Moscow, ID 83844-3029

SUBJECT: Request to be Considered for Appointment to the Idaho EPSCoR Committee

Dear Mr. Schumaker:

It is my understanding that I am being considered for appointment to the Idaho EPSCoR Committee, and I am pleased to submit this letter expressing my interest in this appointment.

Working with the University of Wisconsin and now the Idaho National Laboratory in Science and Technology gives me a perspective on research and education from academic to industrial interests. My ten years' experience teaching higher education has allowed me to observe and participate in academic research infrastructure and I hope I can use this experience to move Idaho EPSCoR forward.

I look forward to exchanging observations and ideas with other members of the Idaho EPSCoR Committee.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Allen", is located below the "Sincerely," text.

Todd Allen, Deputy Laboratory Director
Science & Technology

RLO

Enclosure

CONSENT AGENDA

OCTOBER 16, 2014

Todd R Allen

Deputy Laboratory Director, Science & Technology
Idaho National Laboratory
2525 Fremont Ave Idaho Falls, ID 83415
Phone: 208-526-8096; E-mail: todd.allen@inl.gov

Education and Training:

- | | | | |
|--------------------------------|--------------------------------|-------|------|
| • Northwestern University | Nuclear Engineering | B.S. | 1984 |
| • George Washington University | Information Systems Management | M.S. | 1991 |
| • University of Michigan | Nuclear Engineering | M.S. | 1993 |
| • University of Michigan | Nuclear Engineering | Ph.D. | 1997 |

Research and Professional Experience:

- Professor, Department of Engineering Physics, University of Wisconsin-Madison, 2003-present
- Research Scientist, Argonne National Laboratory, 1997-2003
- U.S. Navy 1984-1991

Relevant Publications:

1. T. R. Allen, J. Gan, J. I. Cole, M. K. Miller, J. T. Busby, S. Shutthanandan and S. Thevuthasan, "Radiation Response of a 9 Cr Oxide Dispersion Strengthened ODS to Heavy Ion Irradiation," J. Nucl. Mater., 375 (2008) 26.
2. T. R. Allen and G. S. Was, "Modeling radiation-induced segregation in austenitic Fe-Cr-Ni alloys," Acta Materialia. 46 (1998) 3679-3692.
3. T. R. Allen, J. T. Busby, G. S. Was, and E. A. Kenik, On the Mechanism of Radiation-Induced Segregation in Austenitic Fe-Cr-Ni Alloys, Journal of Nuclear Materials, 255 (1998) 44.
4. T. R. Allen, C. L. Trybus, and J. I. Cole, "The Effects of Low Dose Rate Irradiation and Thermal Aging on Reactor Structural Alloys," J. Nucl. Mater. 270 (1999) 290-300.
5. L. Tan, T.R. Allen, J.D. Hunn, and J. H. Miller EBSD for microstructure and property characterization of the SiC-coating in TRISO fuel particles, J. Nuc. Mat. 372 (2008) 400-404
6. T. R. Allen, Y. Chen, L. Tan, X. Ren, and K. Sridharan, Corrosion of Candidate Materials for Supercritical Water-Cooled Reactors, 12th Environmental Degradation Conference of Materials in Nuclear Power Systems-Water Reactors, Eds., Todd R. Allen, Peter J. King, and Lawrence Nelson, TMS, 2006, p. 1397.
7. G. S. Was, P. Ampornrat, G. Gupta, S. Teyseyre, E. A. West, T. R. Allen, K. Sridharan, L. Tan, Y. Chen, X. Ren, and C. Pister, Corrosion and Stress Corrosion Cracking in Supercritical Water, J. Nucl. Mater. 371 (2007) 176-201.
8. T. R. Allen, J. I. Cole, J. Gan, G. S. Was, R. Dropek, and E. A. Kenik, Swelling and Radiation-induced Segregation in Austenitic Alloys, Journal of Nuclear Materials, 342 (2005) 90.
9. L. Tan, K. Sridharan, and T.R. Allen, "The Effect of Grain Boundary Engineering on The Oxidation Behavior of INCOLOY Alloy 800H in Supercritical Water", Journal of Nuclear Materials, 348, p.263 (2006).
10. L. Tan, K. Sridharan, and T.R. Allen, "Effect of Thermomechanical Processing on Grain Boundary Character Distribution of a Ni-based Superalloy", Journal of Nuclear Materials, vol. 371, 2007, p. 171.



CONSENT AGENDA
OCTOBER 16, 2014
EPSCoR in Idaho

Experimental Program to Stimulate Competitive Research

875 Perimeter Drive, University of Idaho, Moscow ID 83844-3029
Tel: 208-885-5842 Fax: 208-885-5111 E-mail: epscor@uidaho.edu
<http://www.uidaho.edu/epscor>

September 12, 2014

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

Dear Mr. Goesling:

The Idaho EPSCoR Committee is pleased to recommend that Dr. Todd Allen be appointed by the Board as a new member of the Idaho EPSCoR Committee to represent the Idaho National Laboratory. His appointment would fill the recent Committee position vacancy created by Dr. David Hill's recent appointment to the State Board of Education.

Dr. Allen is deputy laboratory director for Science & Technology at the Idaho National Laboratory. He has been a professor in the Department of Nuclear Engineering and Engineering Physics at the University of Wisconsin–Madison since 2003. Dr. Allen would be a strong addition to the EPSCoR Committee. He offers experience, scientific and academic expertise, and enthusiastic and knowledgeable support for research in Idaho. We would highly value Dr. Allen's service on the Committee.

Thank you for considering this recommendation. The strength of the Idaho EPSCoR Committee has been a key factor in Idaho's success and is closely considered by the National Science Foundation for future competitive NSF EPSCoR funding. We continue to owe our thanks to the State Board of Education for its support for the EPSCoR Committee.

Sincerely,

Dr. Laird Noh
Chair, Idaho EPSCoR Committee

cc: Dr. Doyle Jacklin

**CONSENT AGENDA
OCTOBER 16, 2014**

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OCTOBER 16, 2014**

SUBJECT

Higher Education Research Council Appointments

REFERENCE

December 2011	Board appointed Peter Midgley to the Higher Education Research Council for a three (3) year term.
May 2012	Board appointed Dr. David Hill to the Higher Education Research Council as the INL representative
April 2013	Board appointed Bill Cannon to the Higher Education Research Council for a three (3) year term.
August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Policy. HERC also provides direction for and oversees the use of research funding provided by the Legislature to promote research activities that will have a beneficial effect on the quality of education and the economy of the State.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho and a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics.

Current there is one vacancy on HERC and member up for re-appointment. Both members serve as industry representatives. HERC discussed potential nominations at the September 29th meeting and are requesting Dr. Haven Baker be re-appointed to the Council and Robin Woods be appointed to fill the vacant industry representative position.

Ms. Robin Woods is co-owner and president of Alturas Analytics, Inc., a successful pharmaceutical testing and research laboratory in Moscow, Idaho. With more than 20 years of entrepreneurial experience, Robin has also started two environmental testing labs located in Washington and Idaho. Ms. Woods currently serves as the president of the Latah Economic Development Council, the board

**CONSENT AGENDA
OCTOBER 16, 2014**

secretary/treasurer of Gritman Medical Center and president of the Idaho Research Foundation. Ms. Woods holds a Bachelor of Science degree from Washington State University and lives in Moscow.

Dr. Haven Baker has been a very active a valuable member during his time on HERC. This would be Dr. Bakers second term. Dr. Baker is the Vice President of Plant Sciences at the JR Simplot Company. Prior to becoming Vice President he served as the Director of New Market Initiatives at the JR Simplot Company. He has significant experience in the biotechnology industry, including working with several start-ups and managing a proteomics research lab at the Barnett Institute in Boston. Prior to joining Simplot, he worked as an investment professional at Clarium Capital, a multibillion dollar global-macro hedge fund in New York. Haven has a BS from Yale, a PhD in chemistry from Northeastern University, and received an MBA with distinction from Harvard Business School. While at Harvard he worked for Professor Clayton Christianson on the Social Innovation Fund.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to appoint Dr. Haven Baker and Ms. Robin Woods to the Higher Education Research Council for three (3) year terms effective immediately and expiring June 30, 2017.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

**CONSENT AGENDA
OCTOBER 16, 2014**

SUBJECT

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

REFERENCE

February 21, 2013	The Board approved the first reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
April 18, 2013	The Board approved the second reading of Board Policy I.P. combining the Higher Education and K-12 Indian Education Committees
December 19, 2013	The Board approved members of the Idaho Indian Education Committee.
June 18, 2014	The Board approved the appointment of Dani Hansing to the Committee.
August 14, 2014	The Board approved the appointment of Kathy Albin and Bill Picard.

APPLICABLE STATUTE, RULE, OR POLICY

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

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

The Shoshone-Bannock Tribe has forwarded Ms. Mitzi Sabori's name for consideration to fill the current vacant seat for their tribal chair or designee.

IMPACT

The proposed appointment replaces the Shoshone-Bannock Tribe representative on the Committee.

**CONSENT AGENDA
OCTOBER 16, 2014**

ATTACHMENTS

Attachment 1 – Current Committee Membership
Attachment 2 – Nomination Letter

Page 3
Page 5

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Tino Batt representing the Shoshone-Bannock Tribe was unable to fulfill the commitment to the committee due to other federal program obligations and determined to step down. Ms. Mitzi Sabori has been identified to replace Mr. Batt and to serve as the Tribal Chairperson's designee on the Indian Education Committee.

If approved, Ms. Sabori would complete the current term of Mr. Batt which runs from July 1, 2013 – June 30, 2017.

Board staff recommends approval.

BOARD ACTION

I move to appoint Ms. Mitzi Sabori, representing the Shoshone-Bannock Tribe to the Idaho Indian Education Committee, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT AGENDA
OCTOBER 16, 2014**

**State Board of Education
Indian Education Committee**

Dr. Yolanda Bisbee is the Executive Director of Tribal Relations 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

Kathy Albin is the High School Coordinator for the Coeur d'Alene tribe and serves as the K-12 Representative for the Tribe. Term: July 1, 2013 – June 30, 2016

Bill Picard is a member of the Nez Perce Tribal Executive committee 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

Mizti Sabori 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

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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

Vacant - 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

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The SHOSHONE-BANNOCK TRIBES



FORT HALL INDIAN RESERVATION

PHONE: (208) 478-3700

(208) 237-0797

FORT HALL BUSINESS COUNCIL

PO BOX 306

FORT HALL, IDAHO 83203

September 2, 2014

Dr. Christopher Mathias
Chief Academic Officer
Office of the State Board of Education
650 W. State St., Room 307
Boise, ID 83720-0037

Dear Dr. Mathias,

Please accept this letter as formal notice that the Fort Hall Business Council (FHBC) has nominated Council woman Ms. Mitzi Sabori as the endorsed replacement for Councilman Mr. Tino Batt on the Idaho Indian Education Committee effectively immediately. Ms. Sabori will be entrusted with conducting business in the official capacity as Chairman Nathan Small's designee for this particular state committee.

Thank you for giving us the opportunity to have a voice on this state Indian Education Committee. We value and support this committee.

Respectfully,

Nathan Small
Chairman, Fort Hall Business Council

CC: Admin
Public Affairs
SBT Higher Education Department
Johanna Jones

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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 August 2014 Board meeting. Since that meeting, Board staff has received forty-two (42) permits from Boise State University, ten (10) permits from Idaho State University, eleven (11) permits from the University of Idaho, and three (3) permits from Lewis-Clark State College.

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

ATTACHMENTS

Attachment 1 - List of Approved Permits by Institution

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BOARD ACTION

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

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**APPROVED ALCOHOL SERVICE AT
BOISE STATE UNIVERSITY
July 2014 – October 2014**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Helmets & Heels	Stueckle Sky Center	X		7/29/14
ID Regional Academy on Mathematics Ed	SUB – Simplot AC	X		7/30/14
Queen Concert	Morrison Center		X	8/01/14
Borah High Reunion	Stueckle Sky Center		X	8/02/14
BSU New Faculty & Staff Reception	Stueckle Sky Center	X		8/05/14
Tom Petty Concert	Taco Bell Arena		X	8/05/14
Music above the Blue	Stueckle Sky Center		X	8/07/14
Rocky Mountain Elk Foundation Dinner	Stueckle Sky Center		X	8/09/14
Bronco Athletic Assoc.	Stadium- 50 yard line	X		8/18/14
BSU Public Radio Donor Appreciation Dinner	BSU Radio Offices/Studios	X		9/09/14
Albertsons Store Directors Dinner	Stueckle Sky Center		X	9/10/14
Andrus Women's Leadership Conference	SUB Jordan Ballroom		X	9/10/14
Sportsplex Idaho	Stueckle Sky Center		X	9/12/14
Partnership Retreat Dinner	Stueckle Sky Center		X	9/13/14
Visual Definition Committee Meeting	COBE	X		9/16/14
United Water Retirement Party	Stueckle Sky Center		X	9/17/14
Kinesiology Alumni	SUB- Lockout Room	X		9/18/14
Center for Entrepreneurship Mixer	COBE-Imagination Lab		X	9/19/14
President Alumni Gala	Stueckle Sky Center	X		9/19/14
Ronald McDonald House Banquet	Stueckle Sky Center		X	9/23/14
ID Statewide Nonprofit Conference	SUB-Jordan Ballroom		X	9/23/14
Godsmack Concert	Taco Bell Arena		X	9/23/14

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EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Blake Shelton VIP Pre-Concert	Taco Bell Arena		X	9/25/14
Blake Shelton Concert	Taco Bell Arena		X	9/25/14
Philharmonic Opening Night	Morrison Center		X	9/27/14
Philharmonic Opening Gala	Stueckle Sky Center		X	9/27/14
Masters/Power Engineering	COBE		X	9/29/14
Petso Client Appreciation	Stueckle Sky Center		X	10/01/14
Paul Taylor Dance Co.	Morrison Center		X	10/02/14
Arts & Humanities Reception	Yank-HI Gallery	X		10/2/14
Jim Gaffigan	Morrison Center		X	10/3/14
Serving Up Wishes	Stueckle Sky Center		X	10/06/14
Erik Larson Readings & Conversations	Morrison Center		X	10/07/14
FLITE Basketball Benefit Auction	SUB-Hatch Ballroom		X	10/10/14
Ore-Ida Council Boy Scouts	Stueckle Sky Center- Double R Ranch		X	10/11/14
St. Luke's Doctors	Stueckle Sky Center-Skyline		X	10/11/14
Navy Ball	SUB-Jordan Ballroom		X	10/11/14
Straight No Chaser	Morrison Center		X	10/17/14
Boise Philharmonic	Morrison Center		X	10/18/14
Flashdance /Broadway Musical	Morrison Center		X	10/21-23/14
Red Sky Meeting Reception	COBE-Williams Exec. Boardroom & Patio		X	10/22/14
Treasure Valley Skills Summit	Stueckle Sky Center- Double R Ranch		X	10/29/14

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**APPROVED ALCOHOL SERVICE AT
IDAHO STATE UNIVERSITY
August 2014 – November 2014**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Welcome Assembly	Stephens Performing Arts Center	X		8/27/14
Faces of Hope	FA Bldg. Davis Art Gallery	X		9/02/14
Idaho Hometown Hero	ISU Performing Arts Center	X		9/06/14
Tour de Vins	SUB-Wood River Rooms	X		09/13/14
ISU Foundation Board Dinner	Little Wood River Room	X		9/25/14
President's Homecoming Brunch	SPAC- Rotunda	X		9/27/14
Asian Pacific Exhibit Opening	Museum Gallery	X		10/04/14
President's State of the University Address	Stephens Performing Arts Center	X		10/29/14
Crab Feed	Pond Student Union Ballroom	X		11/04/14
Celebrating Excellence Awards	SPAC-Rotunda	X		11/12/14

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**APPROVED ALCOHOL SERVICE AT
UNIVERSITY OF IDAHO
August 2014 –November 2014**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
Convocation Dinner	SUB- Vandal/International Ballroom	X		8/21/14
Jack Morris Memorial Reception	JA Albertson's Building	X		8/23/14
Golf Course Improvement Tournament	Golf Course	X		9/14/14
125 th Inauguration Art Unveiling Reception	Prichard Art Gallery	X		9/18/14
Inauguration Dinner	SUB- Vandal/International Ballroom	X		9/19/14
Beta Theta Pi Centennial Celebration	SUB/International Ballroom	X		9/20/14
Crosstoberfest	UI Extension, North Boyer, Sand Point		X	10/4 & 5/14
Bruce Pitman's Retirement Celebration	Kibbie Sprint Turf Field	X		10/17/14
Golden I Reunion	SUB/International Ballroom	X		10/17/14
Law Classes of 2004/05 10 Year Reunion	Idaho Water Center, Boise	X		10/25/14
VIEW Elevator Pitch Competition	J.A. Albertson's Building, first floor gallery	X		11/20/14

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**APPROVED ALCOHOL SERVICE AT
LEWIS-CLARK STATE COLLEGE
October 2014 – December 2014**

EVENT	LOCATION	Institution Sponsor	Outside Sponsor	DATE (S)
State Board of Education Dinner	LCSC Center for Arts & History (CAH)	X		10/15/14
ID Assoc. of Museums Conference Reception	LCSC Center for Arts & History (CAH)	X		10/17/14
Winter Revels Holiday Party	Williams Conference Center	X		12/5/14

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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TAB	DESCRIPTION	ACTION
1	2015 LEGISLATION	Motion to Approve
2	LEWIS-CLARK STATE COLLEGE ANNUAL PROGRESS REPORT	Information Item
3	PRESIDENTS' COUNCIL REPORT	Information Item
4	IDAHO DIVISION OF VOCATIONAL REHABILITATION ANNUAL PROGRESS REPORT	Information Item
5	IDAHO DIVISION OF VOCATIONAL REHABILITATION-ADMINISTRATOR APPOINTMENT	Motion to Approve
6	INDIAN EDUCATION COMMITTEE PRESENTATION	Information Item
7	BOARD POLICY-BYLAWS- FIRST READING	Motion to Approve
8	BOARD POLICY-IV.E.PROFESSIONAL- TECHNICAL EDUCATION-SECOND READING	Motion to Approve
9	IDAPA 08.0203.113, REWARDS-WAIVER	Motion to Approve
10	UNIVERSITY OF IDAHO- BUILDING NAMING	Motion to Approve

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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SUBJECT

Legislation – 2015 Session

REFERENCE

June 2014 The Board approved legislative ideas to be submitted through the Governor's Executive Agency Legislation process for the 2015 Session.

BACKGROUND/ DISCUSSION

The Board approved legislative ideas and authorized the Executive Director to submit additional ideas as necessary to the Governor's office through the Division of Financial Management at the June 2013 Board meeting. Each of the attached pieces of legislation have been submitted as legislative ideas and approved to move forward through the process by the Governor's Office.

The Board initially approved ten (10) Legislative Ideas, with one being a place holder for additional legislation that may be needed for recommendations of the Education Improvement subcommittees. Of those ten (10), Board staff have determined that the one regarding residency for tuition purposes could not be ready to move forward this year due to additional fiscal concerns raised by the institutions that will need additional follow-up. Further, this idea, while necessary is not of a time sensitive nature and could be tabled until next year.

1. Nursing Education Program Approval

Statement of Purpose

Amend language in section 54-1406, Idaho Code removing the requirement that the Board must approve any 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 but would not be involved in approval of specific curriculum changes. Those changes would be handled within the articulation agreements.

2. 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.

3. Transfer of Surplus Property

Statement of Purpose

Amend language in 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." Currently the two sections of code are in conflict. The Land Board does not object to the clarification.

4. Risk Management – Opt Out

Statement of Purpose

In 2014 the State Board of Education proposed legislation that would allow the four year institutions to opt-out of state administrative services. While the bill did not pass as a total package, there was some support for a few of the individual components of the bill. This proposal would use allow the four year institutions to opt-out of using the states risk management services. The institutions would have to bring a proposal forward to the Board requesting permission to opt-out and show the savings and efficiencies that the change would realize prior to the Board giving them permission to opt-out of risk management. The proposal would require 18 month notice to the Department of Administration prior to any institution opting out of risk management.

5. Income Tax Credit for Charitable Contributions – Remove Sunset

Statement of Purpose

HB630 (2010) amended section 63-3029A, Idaho code temporarily increasing the existing income tax credit for donations to certain organization, including the state educational agencies and institutions under the oversight of the State Board of Education. Those increases sunset January 1, 2016. The proposed amendment will remove the sunset. The current language allows for the tax credit to equal 50% of the aggregate amount of charitable contributions, up to 50% of the taxpayer's total Idaho income tax liability and a maximum annual amount of \$500 (\$1,000 on a jointly-filed return). Should the 2010 changes sunset the credit would remain equal to 50% of the contribution, but would be limited to 20% of the taxpayer's total Idaho income tax liability and the maximum annual amount of the credit would decrease to \$100 (\$200 on a jointly-filed return). For a corporate taxpayer the amount is limited to 10% of the corporation's total Idaho income tax liability and the maximum annual credit would remain \$5,000, rather than the original \$1,000 limit.

An additional change would amend subsection (2)(c) correcting the reference to "accreditation by the state board of education" as the Board does not accredit institutions.

Governor's Task Force Recommendations

6. 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.

7. Continuous Improvement Planning

Statement of Purpose

Amendments to Section 33-320, Idaho Code, adding clarifying language and additional emphasis on the continuous improvement aspects of the required planning rather than a traditional strategic planning process.

8. Transition of School Trustee Terms from Three Years to Four

This section of code was identified as part of the committee's review of education related statutes that could be removed.

Statement of Purpose

The proposed amendment would repeal, section 33-503A, Idaho Code. This section of code laid out the time lines for public school Boards of Trustees to transition from three year terms to four year terms. The final dates specified in the legislation, July 1, 2013, have passed, thereby, making the legislation unnecessary.

9. Advanced Opportunities

This piece of legislation consolidates the approved Legislative Idea regarding the 8 in 6 program with the recommendation from the subcommittee regarding the Advanced Opportunities programs currently in statute, including the 8 in 6 Program.

Statement of Purpose

Proposed amendments would consolidate the separate sections of code pertaining to advanced opportunities for secondary students into a single chapter. Additional changes would streamline processes, use consistent language, and remove sections that may be redundant due to the consolidation, clarify that students attending Bureau of Indian Education Schools (BIE) in Idaho may participate in the 8 in 6 program, and remove the 10% cap on the 8 in 6 program. 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.

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ATTACHMENT

Attachment 1 – Nursing Education Program Approval	Page 5
Attachment 2 – Charter School Financial Support	Page 6
Attachment 3 – Transfer of Surplus Property	Page 10
Attachment 4 – Risk Management – Opt Out	Page 11
Attachment 5 – Income Tax Credit for Charitable Contributions	Page 14
Attachment 6 – Foundation Program – State Aid- Certificated Staff Apportionment	Page 16
Attachment 7 – Continuous Improvement Planning	Page 33
Attachment 8 – Transition of School Trustee Terms from Three Years to Four Years	Page 34
Attachment 9 – Advanced Opportunities	Page 35

IMPACT

Any legislation not approved by the Board will be withdrawn from the Governor's legislative process. The Board office will continue to work with the Governor's Office, the Division of Financial Management and Legislative Services Offices (LSO) to finalize approve legislation prior to the start of the legislative session.

STAFF COMMENTS AND RECOMMENDATIONS

Additional changes to legislation may be necessary as Board staff works with the various governmental entities prior to finalizing and submitting to the legislature.

Staff recommends approval.

BOARD ACTION

I move to approve the proposed legislation in substantial conformance to the form submitted as attachments 1-9 and to authorize the Executive Director to make additional changes as necessary as the legislation moves forward through the Governor's legislative process.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

TITLE 54
PROFESSIONS, VOCATIONS, AND BUSINESSES
CHAPTER 14
NURSES

54-1406. Nursing education programs. Approval.

(a) Qualifications. Persons and institutions desiring to offer or conduct approved nursing education programs in the state of Idaho shall comply herewith. Approval shall be conditioned upon and subject to continuing compliance with standards adopted by the board respecting faculty, staff, curriculum, administration, financial stability and other matters affecting the quality of nursing education. ~~However, any curriculum or rule change considered by the board which may alter existing articulation agreements between educational institutions, or existing nursing programs of the eleven (11) month LPN, the two (2) year associate degree/RN, or the four (4) year baccalaureate degree must be approved by the state board of education prior to implementation.~~

(b) Initial compliance. Upon receipt of an application hereunder, a survey of the program, including clinical facilities and affiliated institutions, shall be made under the direction of the executive director and a written report of the findings shall be submitted to the board. If the board determines that the standards have been met, it shall issue a certificate of approval.

(c) Continuing compliance. To insure the continuing compliance with adopted standards, all approved nursing education programs shall be surveyed and reviewed periodically under the direction of the executive director. Written reports of the findings shall be submitted to the board. In the event any program fails to maintain compliance required by this section, the board may withdraw its prior certification, or impose such conditions and restrictions as may secure compliance within a reasonable period of time by notification in writing and specifying the reasons for the action. Action against any existing program must be based upon fact and subject to appeal as provided for administrative action pursuant to [chapter 52, title 67](#), Idaho Code.

TITLE 33
EDUCATION
CHAPTER 52
PUBLIC CHARTER SCHOOLS

33-5208. PUBLIC CHARTER SCHOOL FINANCIAL SUPPORT. Except as provided in subsection (10) of this section, from the state educational support program the state department of education shall make the following apportionment to each public charter school for each fiscal year based on attendance figures submitted in a manner and time as required by the department of education:

(1) Per student support. Computation of support units for each public charter school shall be calculated as if it were a separate school according to the schedules in section [33-1002](#)(4), Idaho Code, except that public charter schools with fewer than one hundred (100) secondary ADA shall use a divisor of twelve (12) and the minimum units shall not apply, and no public charter school shall receive an increase in support units that exceeds the support units it received in the prior year by more than thirty (30). Funding from the state educational support program shall be equal to the total distribution factor, plus the salary-based apportionment provided in [chapter 10, title 33](#), Idaho Code. Provided however, any public charter school that is formed by the conversion of an existing traditional public school shall be assigned divisors, pursuant to section [33-1002](#), Idaho Code, that are no lower than the divisors of the school district in which the traditional public school is located, for each category of pupils listed.

(2) Special education. For each student enrolled in the public charter school who is entitled to special education services, the state and federal funds from the exceptional child education program for that student that would have been apportioned for that student to the school district in which the public charter school is located.

(3) Alternative school support. Public charter schools may qualify under the provisions of sections [33-1002](#) and [33-1002C](#), Idaho Code, provided the public charter school meets the necessary statutory requirements, and students qualify for attendance at an alternative school as provided by rule of the state board of education.

(4) Transportation support. Support shall be paid to the public charter school as provided in [chapter 15, title 33](#), Idaho Code, and section [33-1006](#), Idaho Code. Each public charter school shall furnish the department with an enrollment count as of the first Friday in November, of public charter school students who are eligible for reimbursement of transportation costs under the provisions of this subsection and who reside more than one and one-half (1 1/2) miles from the school. The state department of education is authorized to include in the annual appropriation to the charter school sixty percent (60%) of the estimated transportation cost. The final appropriation payment in July shall reflect reimbursements of actual costs pursuant to section [33-1006](#), Idaho Code. To be eligible for state reimbursement under the provisions of section [33-1006](#), Idaho Code, the student to be transported must reside within the public charter school's primary attendance area, and must meet at least one (1) of the following two (2) criteria:

(a) The student resides within the school district in which the public charter school is physically located; or

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(b) The student resides within fifteen (15) miles of the public charter school, by road.

The limitations placed by this subsection on the reimbursement of transportation costs for certain students shall not apply to public virtual schools.

(5) Facilities funds. The state department of education shall distribute facilities funds to public charter schools for each enrolled student in which a majority of the student's instruction is received at a facility that is owned or leased by the public charter school. Such funds shall be used to defray the purchase, fee, loan or lease costs associated with payments for real property used by the students or employees of the public charter school for educational or administrative purposes. Such funds shall be distributed from the moneys appropriated to the educational support program, and shall be calculated as a percentage of the statewide average amount of bond and plant facility funds levied per student by Idaho school districts, as follows:

Fiscal Year 2014	Twenty Percent (20%)
Fiscal Year 2015	Thirty Percent (30%)

For fiscal year 2016 and each fiscal year thereafter, this percentage shall increase by ten percent (10%) each time the total appropriation of state funds for the educational support program increases by three percent (3%) or more over the prior fiscal year, and shall decrease by ten percent (10%) each time the total appropriation of state funds for the educational support program decreases as compared to the prior fiscal year. Provided however, that the percentage shall be no less than twenty percent (20%) and no greater than fifty percent (50%), and that the average amount of funding received per public charter school shall not exceed the average amount of funding received by each school district pursuant to the provisions of section [33-906](#), Idaho Code.

For those public charter schools that do not receive facilities funds for all enrolled students, the school may submit to the state department of education a reimbursement claim for any costs for which facilities funds may be used. The state department of education shall reduce such claim by the greater of fifty percent (50%) or the percentage of the school's enrolled students for which the school receives facilities funds, and shall pay the balance. Provided however, that the total reimbursements paid to a public charter school, in combination with any facilities stipend received by the school, shall not exceed the amount of facilities funds that would have been received by the school had the school received facilities funds for all enrolled students. For the purposes of this subsection, the term "real property" shall be used as defined in section [63-201](#), Idaho Code.

(6) Payment schedule. The state department of education is authorized to make an advance payment of twenty-five percent (25%) of a public charter school's estimated annual apportionment for its first year of operation, and each year thereafter, provided the public charter school is serving more grades or at least ten percent (10%) more classes than the previous year, to assist the school with initial start-up costs or payroll obligations. For a public charter school entering its second or greater year of operations, the state department of education may require documentation establishing the need for such an advance payment, including comparative class schedules and proof of a commensurate increase in the number of employees.

(a) For a public charter school to receive the advance payment, the school shall submit its anticipated fall membership for each grade level to the state department of education by June 1.

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(b) Using the figures provided by the public charter school, the state department of education shall determine an estimated annual apportionment from which the amount of the advance payment shall be calculated. Advance payment shall be made to the school on or after July 1 but no later than July 31.

(c) All subsequent payments, taking into account the one-time advance payment made for the first year of operation, shall be made to the public charter school in the same manner as other traditional public schools in accordance with the provisions of section [33-1009](#), Idaho Code.

A public charter school shall comply with all applicable fiscal requirements of law, except that the following provisions shall not be applicable to public charter schools: that portion of section [33-1004](#), Idaho Code, relating to reduction of the administrative and instructional staff allowance when there is a discrepancy between the number allowed and the number actually employed; and section [33-1004E](#), Idaho Code, for calculation of district staff indices.

(7) Nothing in this chapter shall be construed to prohibit any private person or organization from providing funding or other financial assistance to the establishment or operation of a public charter school.

(8) 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 [from the Public Charter School Authorizers fund](#) to the public charter school commission, plus fifteen percent (15%). Provided however, that each public charter school's board of directors may direct up to ten percent (10%) of the calculated fee to pay membership fees to an organization or association that provides technical assistance, training and advocacy for Idaho public charter schools. Unless the authorized chartering entity declines payment, such fee shall be paid by ~~February~~ [March](#) 15 of each fiscal year and shall not exceed the greater of:

(a) All state funds distributed to public schools on a support unit basis for the prior fiscal year, divided by the statewide number of public school students in average daily attendance in the first reporting period in the prior fiscal year; or

(b) The lesser of:

(i) The result of the calculation in subsection (8)(a) of this section, multiplied by four (4); or

(ii) One and one-half percent (1.5%) of the result of the calculation in subsection (8)(a) of this section, multiplied by the public charter school's average daily attendance in the first reporting period in the current fiscal year.

(9) Nothing in this chapter shall prevent a public charter school from applying for federal grant moneys.

(10) (a) Each student in attendance at a public virtual school shall be funded based upon either the actual hours of attendance in the public virtual school on a flexible schedule, or the percentage of coursework completed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

(b) All federal educational funds shall be administered and distributed to public charter schools, including public virtual schools, that have been designated as a local education agency (LEA), as provided in section [33-5203](#)(7), Idaho Code.

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(11) Nothing in this section prohibits separate face-to-face learning activities or services.

(12) The provisions of section [33-1021](#), Idaho Code, shall apply to public charter schools provided for in this chapter.

TITLE 58
PUBLIC LANDS
CHAPTER 3
APPRAISEMENT, LEASE, AND SALE OF LANDS

58-335. Lands exempt from act. This act shall not be construed as applying to any lands or properties acquired under the act of congress, known as the Idaho Admission Act, or in the subsequent operations of the various endowment funds of the state. Nor shall this act apply to any lands or properties in the custody of the [state board of education and](#) board of regents of the University of Idaho in its corporate capacity: provided, however, that the [state board of education and the](#) board of regents, desiring to avail itself of the facilities of this act, for the sale, exchange or transfer of any such properties, may proceed to negotiate a sale, transfer or exchange with the state board of land commissioners as would any other tax-supported agency. If the [state board of education and](#) board of regents of the University of Idaho does not avail itself of the facilities of this act, the [state board of education and](#) board of regents shall use a process for disposal of real property that includes, at a minimum, a required appraisal and public notice of the proposed real property disposal prior to disposal; and for property disposals that are not part of an exchange or transfer, consideration given to granting a first option to purchase to local, state and federal governmental entities.

RISK MANAGEMENT OPT OUT

6-902. Definitions. As used in this act:

(1) "State" means the state of Idaho or any office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof.

(2) "Political subdivision" means any county, city, municipal corporation, health district, school district, irrigation district, an operating agent of irrigation districts whose board consists of directors of its member districts, special improvement or taxing district, or any other political subdivision or public corporation. As used in this act, the terms "county" and "city" also mean state licensed hospitals and attached nursing homes established by counties pursuant to [chapter 36, title 31](#), Idaho Code, or jointly by cities and counties pursuant to [chapter 37, title 31](#), Idaho Code.

(3) "Governmental entity" means and includes the state and political subdivisions as herein defined.

(4) "Employee" means an officer, board member, commissioner, executive, employee, or servant of a governmental entity, including elected or appointed officials, and persons acting on behalf of the governmental entity in any official capacity, temporarily or permanently in the service of the governmental entity, whether with or without compensation, but the term employee shall not mean a person or other legal entity while acting in the capacity of an independent contractor under contract to the governmental entity to which this act applies in the event of a claim.

(5) "Bodily injury" means any bodily injury, sickness, disease or death sustained by any person and caused by an occurrence.

(6) "Property damage" means injury or destruction to tangible property caused by an occurrence.

(7) "Claim" means any written demand to recover money damages from a governmental entity or its employee which any person is legally entitled to recover under this act as compensation for the negligent or otherwise wrongful act or omission of a governmental entity or its employee when acting within the course or scope of his employment.

(8) ["state public institution of higher education" means the university of Idaho, Boise state university, Idaho state university, and Lewis-Clark state college.](#)

6-919. Liability insurance for state -- Comprehensive plan by division of insurance management. The administrator of the division of insurance management in the department of administration shall provide a comprehensive liability plan which will cover and protect the state and its employees from claims and civil lawsuits. He shall be responsible for the acquisition and administration of all liability insurance of the state or for the use of the retained risk account provided in section [67-5776](#), Idaho Code, to meet the obligations of the comprehensive liability plan.

The administrator shall, after consultation with the departments, agencies, commissions, and other instrumentalities of the state, provide a comprehensive liability plan for the state providing liability coverage to the state and its employees in amounts not less than the minimum specified in section [6-924](#), Idaho Code. He shall have the authority to use the retained risk account provided in section [67-5776](#), Idaho Code, or to

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purchase, renew, cancel and modify all policies according to the comprehensive liability plan.

Notwithstanding the foregoing, upon approval of the state board of education; provided however, that following approval, said institution shall provide eighteen (18) months' prior written notice to the administrator and the withdrawal shall commence on the first day of the next fiscal year following the notification period or a date mutually agreed upon by the institution and the agency, a state public institution of higher education, as defined in section 6-902(4), Idaho Code, may withdraw from services provided for in this section. Liability insurance purchased shall be in an amount not less than the minimum specified in section 6-924, Idaho Code. A state public institution of higher education may again participate in said services following withdrawal under mutually agreed upon terms with the administrator of the division of insurance management in the department of administration.

6-920. Liability insurance for state procured by division of insurance management. Except as otherwise provided by law, No state agency or institution other than the administrator of the division of insurance management in the department of administration may procure liability insurance under this act. All state agencies and institutions shall comply with this act and the comprehensive liability plan developed by the administrator of the division.

Notwithstanding the foregoing, upon approval of the state board of education; provided however, that following approval, said institution shall provide eighteen (18) months' prior written notice to the administrator and the withdrawal shall commence on the first day of the next fiscal year following the notification period or a date mutually agreed upon by the institution and the agency, a state public institution of higher education, as defined in section 6-902(4), Idaho Code, may purchase liability insurance as provided for in this section. A state public institution of higher education may again participate in said services following withdrawal under mutually agreed upon terms with the administrator of the division.

67-5773. Powers and duties -- Risk management. (1) The director of the department of administration shall:

(a) Determine the nature and extent of needs for insurance coverages of all kinds, other than life and disability insurances, as to risks and property of all offices, departments, divisions, boards, commissions, institutions, agencies and operations of the government of the state of Idaho, the premiums on which are payable in whole or in part from funds of the state.

(b) Determine the character, terms, and amounts of insurance coverages required by such needs.

(c) Within funds available therefor from each respective office, department, division, board, commission, institution, agency or operation with respect to coverage to be provided to it, negotiate for, procure, purchase, and have placed or continued in effect all such insurance coverages and services as may reasonably be obtainable, whether from insurers or brokers duly authorized to transact business in this state.

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(d) Administer all such coverages on behalf of the insured, including making and settlement of loss claims arising thereunder. The director, with the advice of the attorney general, may cause suit to be brought with respect to any such coverage or loss.

(e) Within available funds and personnel, make periodic inspection or appraisal of premises, property and risks as to conditions affecting insurability, risk, and premium rate, and submit a written report of each such inspection or appraisal together with recommendations, if any, to the officer, department, or agency in direct charge of such premises, property or risks.

(f) Perform such other duties and exercise such other powers as are provided by law.

(g) Establish a risk management advisory committee. The director shall consult with the advisory committee in the performance of those duties enumerated above.

(2) As to all such needs and coverages, the director shall give due consideration to information furnished by and recommendations of any office, department, division, board, commission, institution or agency.

(3) Provided however, nothing contained in this section shall preclude the state educational institutions from using services as provided for in this section.

TITLE 63
REVENUE AND TAXATION
CHAPTER 30
INCOME TAX

63-3029A. Income tax credit for charitable contributions -- Limitation. ~~effective until January 1, 2016]~~ At the election of the taxpayer, there shall be allowed, subject to the applicable limitations provided herein, as a credit against the income tax imposed by [chapter 30, title 63](#), Idaho Code, an amount equal to fifty percent (50%) of the aggregate amount of charitable contributions made by such taxpayer during the year to a nonprofit corporation, fund, foundation, trust, or association organized and operated exclusively for the benefit of institutions of higher learning located within the state of Idaho, including a university related research park, to nonprofit private or public institutions of elementary, secondary, or higher education or their foundations located within the state of Idaho, to a nonprofit corporation, fund, foundation, trust or association which is: (i) organized and operated exclusively for the benefit of elementary or secondary education institutions located within the state of Idaho; (ii) officially recognized and designated as any such elementary or secondary education institution's sole designated supporting organization; and (iii) qualified to be exempt from federal taxation under the terms of section 501(c)(3) of the Internal Revenue Code, to Idaho education public broadcast system foundations within the state of Idaho, to the Idaho state historical society or its foundation, to the council for the deaf and hard of hearing, to the developmental disabilities council, to the commission for the blind and visually impaired, to the commission on Hispanic affairs, to the state independent living council, to the Idaho commission for libraries and to public libraries or their foundations and library districts or their foundations located within the state of Idaho, to nonprofit public or private museums or their foundations located within the state of Idaho and to dedicated accounts within the Idaho community foundation inc. that exclusively support the charitable purposes otherwise qualifying for the tax credit authorized under the provisions of this section.

(1) In the case of a taxpayer other than a corporation, the amount allowable as a credit under this section for any taxable year shall not exceed fifty percent (50%) of such taxpayer's total income tax liability imposed by section [63-3024](#), Idaho Code, for the year, or five hundred dollars (\$500), whichever is less.

(2) In the case of a corporation, the amount allowable as a credit under this section for any taxable year shall not exceed ten percent (10%) of such corporation's total income or franchise tax liability imposed by sections [63-3025](#) and [63-3025A](#), Idaho Code, for the year, or five thousand dollars (\$5,000), whichever is less.

For the purposes of this section, "contribution" means monetary donations reduced by the value of any benefit received in return such as food, entertainment or merchandise.

For the purposes of this section, "institution of higher learning" means only an educational institution located within this state meeting all of the following requirements:

(a) It maintains a regular faculty and curriculum and has a regularly enrolled body of students in attendance at the place where its educational activities are carried on.

(b) It regularly offers education above the twelfth grade.

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(c) It is accredited by the northwest ~~association of schools and~~ commission on colleges and universities, or an accreditor approved by the state board of education.

For the purposes of this section, a nonprofit institution of secondary or higher education means a private nonprofit secondary or higher educational institution located within the state of Idaho, which is accredited by the northwest ~~association of schools and~~ commission on colleges and universities, or an accreditor approved by the state board of education. A nonprofit private institution of elementary education means a private nonprofit elementary educational institution located within the state of Idaho and approved by the state board of education.

TITLE 33
EDUCATION
CHAPTER 10
FOUNDATION PROGRAM -- STATE AID -- APPORTIONMENT

33-1001. Definitions. The following words and phrases used in this chapter are defined as follows:

(1) "Administrative schools" means and applies to all elementary schools and kindergartens within a district that are situated ten (10) miles or less from both the other elementary schools and the principal administrative office of the district and all secondary schools within a district that are situated fifteen (15) miles or less from other secondary schools of the district.

(2) "Average daily attendance" or "pupils in average daily attendance" means the aggregate number of days enrolled students are present, divided by the number of days of school in the reporting period; provided, however, that students for whom no Idaho school district is a home district shall not be considered in such computation.

(3) "Elementary grades" or "elementary average daily attendance" means and applies to students enrolled in grades one (1) through six (6) inclusive, or any combination thereof.

(4) "Elementary schools" are schools that serve grades one (1) through six (6) inclusive, or any combination thereof.

(5) "Elementary/secondary schools" are schools that serve grades one (1) through twelve (12) inclusive, or any combination thereof.

(6) "Homebound student" means any student who would normally and regularly attend school, but is confined to home or hospital because of an illness or accident for a period of ten (10) or more consecutive days.

(7) "Instructional Staff" are staff that are involved in the direct instruction of a student or group of students and hold a residency certificate, professional certificate or professional master certificate as defined in Idaho administrative rule.

~~(78)~~ "Kindergarten" or "kindergarten average daily attendance" means and applies to all students enrolled in a school year, less than school year, or summer kindergarten program.

~~(89)~~ "Public school district" or "school district" or "district" means any public school district organized under the laws of this state, including specially chartered school districts.

(10) "Pupil Service Staff" are staff that provide services to students and are not involved in direct instruction of those services, including but not limited to individuals holding a Pupil Personnel Services Certificate.

~~(911)~~ "Secondary grades" or "secondary average daily attendance" means and applies to students enrolled in grades seven (7) through twelve (12) inclusive, or any combination thereof.

~~(1012)~~ "Secondary schools" are schools that serve grades seven (7) through twelve ~~(1213)~~ inclusive, or any combination thereof.

~~(1114)~~ "Separate elementary school" means an elementary school which measured from itself, traveling on an all-weather road, is situated more than ten (10) miles distance from both the nearest elementary school and elementary/secondary school serving like grades within the same school district and from the location of the

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office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.

(~~42~~15) "Separate kindergarten" means a kindergarten which measured from itself, traveling on an all-weather road, is situated more than ten (10) miles distance from both the nearest kindergarten school within the same school district and from the location of the office of the superintendent of schools of such district, or from the office of the chief administrative officer of such district if the district employs no superintendent of schools.

(~~43~~16) "Separate secondary school" means any secondary school which is located more than fifteen (15) miles by an all-weather road from any other secondary school and elementary/secondary school serving like grades operated by the district.

(~~44~~17) "Support program" means the educational support program as described in section [33-1002](#), Idaho Code, the transportation support program described in section [33-1006](#), Idaho Code, and the exceptional education support program as provided in section [33-1007](#), Idaho Code.

(~~45~~18) "Support unit" means a function of average daily attendance used in the calculations to determine financial support provided the public school districts.

(~~46~~19) "Teacher" means any person employed in a teaching, instructional, supervisory, educational administrative or educational and scientific capacity in any school district. In case of doubt the state board of education shall determine whether any person employed requires certification as a teacher.

33-1004. Staff allowance. For each school district, a staff allowance shall be determined as follows:

(1) Using the daily attendance reports that have been submitted for computing the February 15 apportionment of state funds as provided in section [33-1009](#), Idaho Code, determine the total support units for the district in the manner provided in section [33-1002](#)(6)(a), Idaho Code;

(2) Determine the instructional staff allowance by multiplying the support units by 1.~~40~~. A district must demonstrate that it actually employs the number of certificated instructional staff allowed, except as provided in subsection (5)(f) and (g) of this section. If the district does not employ the number allowed, the staff allowance shall be reduced to the actual number employed, except as provided in subsection (5)(f) and (g) of this section;

[\(3\) Determine the pupil service staff allowance by multiplying the support units by 0.1;](#)

(~~34~~) Determine the administrative staff allowance by multiplying the support units by .075;

(~~45~~) Determine the classified staff allowance by multiplying the support units by .375;

(~~56~~) Additional conditions governing staff allowance:

(a) In determining the number of staff in subsections (2), (3) and (4) of this section, a district may contract separately for services to be rendered by nondistrict employees and such employees may be counted in the staff allowance. A "nondistrict employee" means a person for whom the school district does not pay the employer's obligations for employee benefits. When a district contracts for the services of a

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nondistrict employee, only the salary portion of the contract shall be allowable for computations.

(b) If there are circumstances preventing eligible use of staff allowance to which a district is entitled as provided in subsections (2) and (3) of this section, an appeal may be filed with the state department of education outlining the reasons and proposed alternative use of these funds, and a waiver may be granted.

(c) For any district with less than forty (40) support units:

(i) The instructional staff allowance shall be calculated applying the actual number of support units. If the actual instructional staff employed in the school year is greater than the instructional staff allowance, then the instructional staff allowance shall be increased by one-half (1/2) staff allowance; and

(ii) The administrative staff allowance shall be calculated applying the actual number of support units. If the actual administrative staff employed in the school year is greater than the administrative staff allowance, then the administrative staff allowance shall be increased by one-half (1/2) staff allowance.

(iii) Additionally, for any district with less than twenty (20) support units, the instructional staff allowance shall be calculated applying the actual number of support units. If the number of instructional staff employed in the school year is greater than the instructional staff allowance, the staff allowance shall be increased as provided in subparagraphs (i) and (ii) of this paragraph, and by an additional one-half (1/2) instructional staff allowance.

(d) For any school district with one (1) or more separate secondary schools serving grades nine (9) through twelve (12), the instructional staff allowance shall be increased by two (2) additional instructional staff allowances for each such separate secondary school.

(e) Only instructional, pupil service, administrative and classified personnel compensated by the school district from the general maintenance and operation fund of the district shall be included in the calculation of staff allowance or in any other calculations based upon staff, including determination of the experience and education multiplier, the reporting requirements, or the district's salary-based apportionment calculation. No food service staff or transportation staff shall be included in the staff allowance.

(f) A district may utilize up to fifteen percent (15%) of the moneys associated with positions funded pursuant to subsection (2) of this section to pay another school district or public charter school for instructional services or to defray the cost of providing virtual education coursework, including virtual dual credit coursework, without a reduction in the number of funded positions being imposed.

(g) A district may employ nine and one-half percent (9.5%) fewer positions than funded pursuant to subsection (2) and (3) of this section, without a reduction in the number of funded positions being imposed. Beginning in fiscal year 2016, this figure shall be reduced by one percent (1%) each year for each school district in which the average class size, as determined from prior fiscal year data reported to the state department of education, was at least one (1) student greater than the statewide average class size. The state department of education shall report to the legislature every February, beginning in 2015, on the reductions scheduled to take place in this figure, by school district, in the ensuing fiscal year.

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(6) In the event that the staff allowance in any category is insufficient to meet accreditation standards, a district may appeal to the state board of education, demonstrating the insufficiency, and the state board may grant a waiver authorizing sufficient additional staff to be included within the staff allowance to meet accreditation standards. Such a waiver shall be limited to one (1) year, but may be renewed upon showing of continuing justification.

(7) A district may utilize a portion of the instructional staff allowance provided for in this section for kindergarten teachers to visit the parents or guardians of students during the first week of the kindergarten school year. Such visits may take place at school, at the student's home or at another location agreed to by the teacher and parents or guardians. The purpose of such visits is to help strengthen the working relationship between the teacher, the parents or guardians, and the student. The visits should be used as an opportunity to help establish the teacher's expectations of the student. The visit should also provide an opportunity for the parents or guardians to explain their expectations. The amount of moneys to be expended for such visits by the district may not exceed the amount equal to one (1) week of instructional staff allowance computed for kindergarten instructors in the district.

33-1004A. Experience and education multiplier. Each [instructional/pupil service](#) and administrative staff position shall be assigned an appropriate multiplier based upon the following table:

EXPERIENCE AND EDUCATION

	BA			MA	MA + 12	MA + 24	MA + 36
Years	BA	BA + 12	BA + 24	BA + 36	BA + 48	BA + 60	ES/DR
0	1.00000	1.03750	1.07640	1.11680	1.15870	1.20220	1.24730
1	1.03750	1.07640	1.11680	1.15870	1.20220	1.24730	1.29410
2	1.07640	1.11680	1.15870	1.20220	1.24730	1.29410	1.34260
3	1.11680	1.15870	1.20220	1.24730	1.29410	1.34260	1.39290
4	1.15870	1.20220	1.24730	1.29410	1.34260	1.39290	1.44510
5	1.20220	1.24730	1.29410	1.34260	1.39290	1.44510	1.49930
6	1.24730	1.29410	1.34260	1.39290	1.44510	1.49930	1.55550
7	1.29410	1.34260	1.39290	1.44510	1.49930	1.55550	1.61380
8	1.34260	1.39290	1.44510	1.49930	1.55550	1.61380	1.67430
9	1.39290	1.44510	1.49930	1.55550	1.61380	1.67430	1.73710
10	1.39290	1.49930	1.55550	1.61380	1.67430	1.73710	1.80220
11	1.39290	1.49930	1.55550	1.61380	1.73710	1.80220	1.86980
12	1.39290	1.49930	1.55550	1.61380	1.73710	1.86980	1.93990
13 or more	1.39290	1.49930	1.55550	1.61380	1.73710	1.86980	2.01260

In determining the experience factor, the actual years of [certificated service for pupil service staff or teaching and administrative service for administrator certificate holders](#) in a public school, in an accredited private or parochial school, or beginning in the 2005-06 school year and thereafter in an accredited college or university shall be credited.

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In determining the education factor, only credits earned after initial certification, based upon a transcript on file with the teacher certification office of the state department of education, earned at an institution of higher education accredited by the state board of education or a regional accrediting association, shall be allowed.

Provided however, that successful completion of the state-approved Teachscape Focus evaluation training and proof of proficiency shall be counted as up to three (3) transcribed credits for determination of the education factor and recertification.

~~Instructional staff whose initial certificate is an occupational specialist certificate shall be treated as BA degree prepared instructional staff. Credits earned by such occupational specialist instructional staff after initial certification shall be credited toward the education factor.~~

In determining the statewide average multiplier for instructional pupil service staff, no multiplier in excess of 1.59092 shall be used. If the actual statewide average multiplier for instructional staff, as determined by this section, exceeds 1.59092, then each school district's instructional staff multiplier shall be multiplied by the result of 1.59092 divided by the actual statewide average multiplier for instructional staff.

In determining the statewide average multiplier for administrative staff, no multiplier in excess of 1.86643 shall be used. If the actual statewide average multiplier for administrative staff, as determined by this section, exceeds 1.86643, then each school district's administrative staff multiplier shall be multiplied by the result of 1.86643 divided by the actual statewide average multiplier for administrative staff.

New Section:

33-1004B. Effective in fiscal year 2016 all existing instructional staff shall be placed in a cohort based on the current allocation received based on the experience and education index pursuant to section 33-1004A, Idaho code. Between July 1, 2015 and June 30, 2019 teachers new to the state will be placed into the cohort of instructional staff equivalent to their experience and education pursuant to section 33-1004A, Idaho code. New resident certificate holders will be placed in the first level of the resident tier.

Effective July 1, 2015 through June 30, 2016:

<u>Tier</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Residency/Professional</u>	<u>\$36,000</u>	<u>\$37,300</u>	<u>\$38,211</u>							
<u>Professional</u>	<u>\$41,699</u>	<u>\$42,805</u>	<u>\$43,330</u>	<u>\$44,475</u>	<u>\$45,041</u>	<u>\$46,227</u>	<u>\$46,836</u>	<u>\$48,067</u>	<u>\$48,722</u>	<u>\$49,402</u>
<u>Master</u>										

Thereafter allocation to the school districts for instructional staff will increase each year as follows.

Effective July 1, 2016 through June 30, 2017:

<u>Tier-</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Residency/Professional</u>	<u>\$34,600</u>	<u>\$35,450</u>	<u>\$36,317</u>							
<u>Professional</u>	<u>\$39,049</u>	<u>\$40,208</u>	<u>\$40,996</u>	<u>\$42,213</u>	<u>\$43,061</u>	<u>\$44,341</u>	<u>\$45,253</u>	<u>\$46,601</u>	<u>\$47,583</u>	<u>\$48,602</u>
<u>Master</u>										

Effective July 1, 2017 through June 30, 2018:

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<u>Tier-</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Residency</u>	<u>\$36,400</u>	<u>\$37,300</u>	<u>\$38,211</u>							
<u>Professional</u>	<u>\$41,699</u>	<u>\$42,805</u>	<u>\$43,330</u>	<u>\$44,475</u>	<u>\$45,041</u>	<u>\$46,227</u>	<u>\$46,836</u>	<u>\$48,067</u>	<u>\$48,722</u>	<u>\$49,402</u>
<u>Master</u>										

Effective July 1, 2018 through June 30, 2019:

<u>Tier-</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Residency</u>	<u>\$38,200</u>	<u>\$39,150</u>	<u>\$40,106</u>							
<u>Professional</u>	<u>\$44,350</u>	<u>\$45,403</u>	<u>\$45,665</u>	<u>\$46,738</u>	<u>\$47,020</u>	<u>\$48,114</u>	<u>\$48,418</u>	<u>\$49,534</u>	<u>\$49,861</u>	<u>\$50,201</u>
<u>Master</u>	<u>\$52,800</u>									

Effective July 1, 2020 school districts shall receive an allocation for instructional staff based on level of certificate as follows:

<u>Tier-</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Residency</u>	<u>\$40,000</u>	<u>\$41,000</u>	<u>\$42,000</u>		
<u>Professional</u>	<u>\$47,000</u>	<u>\$48,000</u>	<u>\$49,000</u>	<u>\$50,000</u>	<u>\$51,000</u>
<u>Master</u>	<u>\$54,000</u>	<u>\$55,000</u>	<u>\$56,000</u>	<u>\$57,000</u>	<u>\$58,000</u>

33-1004C. Base and minimum salaries -- leadership premiums -- Education and experience index. [(1)] The following shall be reviewed annually by the legislature:

(a) The base salary figures pursuant to subsections 1., 2. 3. and 43. of section 33-1004E, Idaho Code;

(b) The minimum instructional salary figure pursuant to subsection 1. of section 33-1004E, Idaho Code; and

(c) The leadership premium figures pursuant to subsections (1) and (2) of section 33-1004J, Idaho Code.

(2) The statewide education and experience index (or state average index, or state index) is the average of all qualifying employees, instructional and administrative respectively. It is determined by totaling the index value for all qualifying employees and dividing by the number of employees.

33-1004E. District's salary-based apportionment. Each district shall be entitled to a salary-based apportionment calculated as provided in this section.

1. To determine the apportionment for instructional staff, first determine the district average experience and education index by placing all eligible district certificated instructional employees on the statewide index career ladder provided in pursuant to section 33-1004A33-1004B, Idaho Code. The resulting average is the district index. ~~Districts with an index above the state average index shall receive their actual index but not more than the state average plus.03 for the 1994-95 school year, and shall receive their actual index but not more than the state average plus.06 for the 1995-96 school year, and thereafter shall receive their actual district index. The district instructional staff index shall be multiplied by the instructional base salary of \$23,354. The amount so determined shall be multiplied by the district staff allowance for instructional staff determined as provided in section 33-1004(2), Idaho Code. The instructional salary allocation shall be further increased by the amount necessary for each full-time equivalent instructional staff member placed on the experience and education index to be allocated at least the minimum salary mandated by this section. Full-time~~

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instructional staff salaries shall be determined from a salary schedule developed by each district and submitted to the state department of education. No full-time instructional staff member shall be paid less than ~~\$31,750~~ the minimum dollar amount on the career ladder pursuant to section 33-1004B, Idaho code for the applicable fiscal year. If an instructional staff member has been certified by the national board for professional teaching standards, the staff member shall ~~be designated as a master teacher and~~ receive \$2,000 per year for five (5) years. The instructional salary shall be increased by \$2,000 for each ~~master teacher provided~~ national board certified instructional staff person however, that no such awards shall be paid for the period July 1, 2010, through June 30, 2011, nor shall any liabilities accrue or payments be made pursuant to this section in the future to any individuals who would have otherwise qualified for a payment during this stated time period. The resulting amount is the district's salary-based apportionment for instructional staff. For purposes of this section, teachers qualifying for the salary increase as master teacher shall be those who have been recognized as national board certified teachers as of July 1 of each year.

2. To determine the apportionment for pupil service staff, first determine the district average experience and education index by placing all eligible district certificated pupil service employees on the statewide index pursuant to section 33-1004A, Idaho Code. The resulting average is the district index. The district pupil service staff index shall be multiplied by the instructional base salary of \$23,354. The amount so determined shall be multiplied by the district staff allowance for pupil service staff determined pursuant in section 33-1004(23), Idaho Code. The pupil service salary allocation shall be further increased by the amount necessary for each full-time equivalent instructional staff member placed on the experience and education index to be allocated at least the minimum salary mandated by this section. Full-time instructional staff salaries shall be determined from a salary schedule developed by each district and submitted to the state department of education. The resulting amount is the district's salary-based apportionment for pupil services staff.

23. To determine the apportionment for district administrative staff, first determine the district average experience and education index by placing all eligible certificated administrative employees on the statewide index provided in section 33-1004A, Idaho Code. The resulting average is the district index. Districts with an index above the state average index shall receive their actual index but not more than the state average plus.03 for the school year 1994-95, and shall receive their actual index but not more than the state average index plus.06 for the 1995-96 school year, and thereafter shall receive their actual district index. The district administrative staff index shall be multiplied by the base salary of \$32,151. The amount so determined shall be multiplied by the district staff allowance for administrative staff determined as provided in section 33-1004(3), Idaho Code. The resulting amount is the district's salary-based apportionment for administrative staff.

34. To determine the apportionment for classified staff, multiply \$19,249 by the district classified staff allowance determined as provided in section 33-1004(45), Idaho Code. The amount so determined is the district's apportionment for classified staff.

45. The district's salary-based apportionment shall be the sum of the apportionments calculated in subsections 1., 2., 3. and 34., of this section, plus the benefit apportionment as provided in section 33-1004F, Idaho Code.

33-1004J. leadership premiums. (1) Of the moneys available to the educational support program, eight hundred fifty dollars (\$850) shall be distributed per full-time equivalent instructional [and pupil service](#) staff position employed by each school district. Such moneys shall be paid to instructional [and pupil service](#) staff employees for leadership activities as provided in paragraphs (a) through (h) of this subsection. Such premiums shall be valid only for the fiscal year for which the premiums are made and shall be made for one (1) or more of the following reasons as identified as leadership priorities by the board of trustees:

(a) Providing instruction in a subject in which the employee holds a content area master's degree;

(b) Teaching a course in which students earn both high school and college credit;

(c) Teaching a course to middle school students in which the students earn both middle school and high school credit;

(d) Holding and providing service in multiple nonadministrative certificate or subject endorsement areas;

(e) Serving in an instructional [or pupils service](#) position designated as hard to fill by the board of trustees;

(f) Providing mentoring, peer assistance or professional development pursuant to section [33-512](#)(17), Idaho Code;

(g) Having received professional development in career and academic counseling, and then providing career or academic counseling for students, with such services incorporated within or provided in addition to the teacher's regular classroom instructional [or pupil service](#) duties;

(h) Other leadership duties designated by the board of trustees, exclusive of duties related to student activities or athletics. Such duties shall require that the employee work additional time as a condition of the receipt of a leadership premium.

(2) Local school district boards of trustees may provide leadership premiums to instructional [or pupil service](#) staff employees consistent with the provisions of this section. The decision as to whom and how many receive leadership premiums, and in what amounts, shall not be subject to collective bargaining, any other provision of law notwithstanding. A board may provide multiple leadership premiums to an instructional [or pupil service](#) staff employee. However, no such employee shall receive cumulative leadership premiums in excess of twenty-five percent (25%) of the base salary amount designated in section [33-1004E](#), Idaho Code, nor less than eight hundred fifty dollars (\$850).

(3) The state department of education may require reports of information as needed to implement the provisions of this section. Also, the department shall report, on or before January 15, 2016, and on or before January 15 of each subsequent year, to the governor, the senate education committee and the house of representatives education committee relevant information regarding leadership premiums, including the following:

(a) The number of leadership premiums issued, by district;

(b) The average dollar amount of leadership premiums issued, by district;

(c) The highest and lowest leadership premium issued, by district; and

(d) The percent of instructional [and pupil service](#) staff positions receiving leadership premiums and the cumulative amount of such premiums, by district.

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(4) For the purposes of this section, the term "school district" also means "public charter school," and the term "board of trustees" also means "board of directors."

(5) The state board of education is hereby authorized to promulgate rules to implement the provisions of this section.

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CAREER LADDER IMPLEMENTATION CALCULATIONS

<u>Teachers in First Year With Current Employer</u>									
ExperienceYears	BA	BA+12	BA+24	MA / BA+36	MA+12 / BA+48	MA+24 / BA+60	MA+36 / ES/DR		
0	538.3228	17.5000	6.0000	99.6700	3.0000	7.4600	8.4980		680.4508
1	67.0100	0.0000	2.0000	18.5000	1.0300	0.4000	0.5700		89.5100
2	30.6300	2.5000	3.0000	17.6600	0.9100	0.6000	2.0000		57.3000
3	28.3600	6.5000	1.0000	14.3400	4.3000	3.0000	3.0000		60.5000
4	12.9600	5.7500	8.5000	12.5500	3.0000	0.0000	3.0000		45.7600
5	9.0700	10.5700	6.0000	24.5400	4.0000	7.3480	5.0000		66.5280
6	9.7200	3.3000	7.7100	17.8900	7.4000	3.0700	0.8000		49.8900
7	12.4800	3.0000	2.0000	12.3200	4.0000	2.9300	3.0000		39.7300
8	5.0000	2.3800	2.3400	11.9400	8.0000	7.2000	2.0000		38.8600
9	4.9400	2.9300	5.0000	5.9300	6.6000	3.0000	3.0000		31.4000
10	3.5000	6.9000	4.7500	12.2900	5.0000	0.0000	4.1200		36.5600
11	3.0000	2.0000	1.5000	7.0000	4.0000	5.9400	1.8000		25.2400
12	0.0000	1.2500	0.0000	7.7500	2.0000	6.0000	4.4000		21.4000
13	0.0000	1.0000	0.0000	3.7200	4.1200	4.0000	1.0000		13.8400
14	3.0900	0.0000	0.0000	4.9700	3.5000	5.5000	1.0000		18.0600
15-99	5.7000	5.0000	7.6400	18.6800	16.9800	52.8400	33.6500		140.4900
									1,415.5188
 <u>FY14 Statewide</u>									
0	782.38	12.56	9.11	153.8	13.48	8.2	18.53		998.06
1	641.16	43.74	11.23	124.36	7.43	8.68	15.1		851.7
2	477.34	39.36	23.13	108.932	13.72	11.05	16.59		690.122
3	325.69	67.82	34.29	95.09	16.29	17.59	8.75		565.52
4	245.9	87.64	39.98	112.78	36.896	22.26	14.9		560.356
5	193.44	135.07	52.87	128.08	57.68	37.04	19.48		623.66
6	116.27	132.41	89.85	138.685	78.12	45.37	33.86		634.565
7	114.2	119.14632	90.02	120.95	86.59	71.47	39.43		641.80632
8	66.65	127.76	92.27	125.73	81.26	80.7	41.26		615.63
9	39.8	87.49	79.74	125.87	89.83	95.304	38.66		556.694
10	26.29	72.51	79.54	103.75	72.19	85.56	40.39		480.23
11	13.66	59.26	74.66	93.52	74.18	127.46	65.07		507.81
12	15.9	55.15	59.62	96.62	76.98	135.67	56.2		496.14
13	61.17	142.07	363.74	826.045	934.163	3521.304	1450.004		7298.496
									15520.78932
									1858.224

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

FY15 Projected Statewide

0	792.1068	12.7161	9.2233	155.7121	13.6476	8.3019	18.7604	1,010.4682
1	649.1311	44.2838	11.3696	125.9061	7.5224	8.7879	15.2877	862.2886
2	483.2744	39.8493	23.4176	110.2863	13.8906	11.1874	16.7963	698.7018
3	329.7391	68.6632	34.7163	96.2722	16.4925	17.8087	8.8588	572.5507
4	248.9571	88.7296	40.4770	114.1821	37.3547	22.5367	15.0852	567.3225
5	195.8449	136.7492	53.5273	129.6723	58.3971	37.5005	19.7222	631.4135
6	117.7155	134.0562	90.9670	140.4092	79.0912	45.9341	34.2810	642.4541
7	115.6198	120.6276	91.1392	122.4537	87.6665	72.3585	39.9202	649.7854
8	67.4786	129.3483	93.4171	127.2931	82.2702	81.7033	41.7730	623.2837
9	40.2948	88.5777	80.7314	127.4349	90.9468	96.4888	39.1406	563.6150
10	26.6168	73.4115	80.5289	105.0398	73.0875	86.6237	40.8921	486.2004
11	13.8298	59.9967	75.5882	94.6827	75.1022	129.0446	65.8790	514.1232
12	16.0977	55.8356	60.3612	97.8212	77.9370	137.3567	56.8987	502.3082
13	61.9305	143.8363	368.2621	836.3146	945.7768	3,565.0818	1,468.0309	7,389.2330
	3,158.6369	1,196.6811	1,113.7261	2,383.4802	1,659.1831	4,320.7147	1,881.3260	15,713.7482

FY15 Minimum Salary: \$31,750

	BA	BA + 12	BA + 24	MA BA + 36	MA + 12 BA + 48	MA + 24 BA + 60	MA + 36 PhD
0	\$23,354	\$24,230	\$25,138	\$26,081	\$27,059	\$28,074	\$29,127
1	\$24,230	\$25,138	\$26,081	\$27,059	\$28,074	\$29,127	\$30,219
2	\$25,138	\$26,081	\$27,059	\$28,074	\$29,127	\$30,219	\$31,352
3	\$26,081	\$27,059	\$28,074	\$29,127	\$30,219	\$31,352	\$32,528
4	\$27,059	\$28,074	\$29,127	\$30,219	\$31,352	\$32,528	\$33,748
5	\$28,074	\$29,127	\$30,219	\$31,352	\$32,528	\$33,748	\$35,013
6	\$29,127	\$30,219	\$31,352	\$32,528	\$33,748	\$35,013	\$36,326
7	\$30,219	\$31,352	\$32,528	\$33,748	\$35,013	\$36,326	\$37,688
8	\$31,352	\$32,528	\$33,748	\$35,013	\$36,326	\$37,688	\$39,102
9	\$32,528	\$33,748	\$35,013	\$36,326	\$37,688	\$39,102	\$40,568
10	\$32,528	\$35,013	\$36,326	\$37,688	\$39,102	\$40,568	\$42,089
11	\$32,528	\$35,013	\$36,326	\$37,688	\$40,568	\$42,089	\$43,668
12	\$32,528	\$35,013	\$36,326	\$37,688	\$40,568	\$43,668	\$45,305
13+	\$32,528	\$35,013	\$36,326	\$37,688	\$40,568	\$43,668	\$47,004

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CAREER LADDER IMPLEMENTATION CALCULATIONS

The Career Ladder as recommended by the 2013 Task Force for Improving Education called for a 5-6 year implementation. In addition, further funding was proposed for tiers two and three that teachers could earn for fulfillment of leadership responsibilities, including such things as curriculum development work, chairing collaboration teams, mentoring, and other responsibilities that the districts may determine.

The 2014 legislature appropriated the \$15.8 million for the these "leadership premiums." That ongoing amount is not reflected in the implementation plan presented on the following pages.

Fiscal Impact Table	FTE	Transition Cost
\$31,750	4,827.1094	
\$32,528	609.4589	
\$33,748	436.1255	
\$35,013	694.4273	
\$36,326	901.0850	
\$37,688	1,346.4286	
\$39,102	211.3493	
\$40,568	1,224.5804	
\$42,089	169.9368	
\$43,668	3,768.3175	
\$45,305	56.8987	
\$47,004	1,468.0309	

Total FTE: 15,713.7482
Leadership Award Pool at \$850 per FTE: \$15,890,449

Total Year 1 Extra Cost: \$15,890,449

The present salary cohorts, shown on Page 2, go in different cells in year 0. As we progress through the transition, the cohorts generally stay intact, with some consolidation occurring at the top of the professional salary range. The transition is effected as the cohorts move to different cells in different years. The transition really takes 6 years, since year 0 is where we are now, and year 1 is where the transition begins.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 0 Impact

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$31,000	\$31,750	\$32,528							
Professional Teacher	\$33,748	\$35,013	\$36,326	\$37,688	\$39,102	\$40,568	\$42,089	\$43,668	\$45,305	\$47,004
Master Teacher	\$48,000	\$49,000	\$50,000	\$51,000	\$52,000					

FTE Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	0.00	4928.08	621.75							
Professional Teacher	445.13	708.53	919.87	1374.19	215.42	1250.65	173.56	3846.90	58.19	1498.74
Master Teacher	0	0	0	0	0					

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$0	\$156,466,457	\$20,224,364							
Professional Teacher	\$15,022,242	\$24,807,844	\$33,415,086	\$51,790,293	\$8,423,288	\$50,736,430	\$7,304,958	\$167,986,513	\$2,636,460	\$70,446,771
Master Teacher										
subtotals	\$15,022,242	\$181,274,300	\$53,639,450	\$51,790,293	\$8,423,288	\$50,736,430	\$7,304,958	\$167,986,513	\$2,636,460	\$70,446,771

Career Ladder Cost: \$609,260,707
FTE 16041.01

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 1 Impact

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$32,800	\$33,600	\$34,422							
Professional Teacher	\$36,398	\$37,610	\$38,661	\$39,950	\$41,082	\$42,454	\$43,671	\$45,134	\$47,004	\$47,803
Master Teacher										

FTE Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	694.58	4,714.69	594.83							
Professional Teacher	425.86	677.85	880.04	1,314.68	206.09	1,196.50	166.04	3,680.33	55.67	1,433.84
Master Teacher										

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$22,782,083	\$158,413,639	\$20,475,496							
Professional Teacher	\$15,500,467	\$25,494,319	\$34,022,923	\$52,522,112	\$8,466,537	\$50,796,617	\$7,251,370	\$166,109,535	\$2,616,891	\$68,542,355
Master Teacher										
subtotals	\$38,282,550	\$183,907,958	\$54,498,419	\$52,522,112	\$8,466,537	\$50,796,617	\$7,251,370	\$166,109,535	\$2,616,891	\$68,542,355

Career Ladder Cost: \$632,994,343
FTE 16041.01
Total System Cost Increase over Previous Year: **\$23,733,636**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 2 Impact

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$34,600	\$35,450	\$36,317							
Professional Teacher	\$39,049	\$40,208	\$40,996	\$42,213	\$43,061	\$44,341	\$45,253	\$46,601	\$47,583	\$48,602
Master Teacher										

FTE Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	694.58	664.50	4,510.55							
Professional Teacher	569.07	407.42	648.50	841.93	1,257.76	197.17	1,144.69	158.85	3,520.97	1,425.02
Master Teacher										

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Res/Prof(<3 yrs) Teacher	\$24,032,319	\$23,556,545	\$163,808,578	\$0						
Professional Teacher	\$22,221,673	\$16,381,308	\$26,585,724	\$35,540,270	\$54,160,536	\$8,742,542	\$51,801,111	\$7,402,767	\$167,538,445	\$69,259,496
Master Teacher										
subtotals	\$46,253,992	\$39,937,853	\$190,394,302	\$35,540,270	\$54,160,536	\$8,742,542	\$51,801,111	\$7,402,767	\$167,538,445	\$69,259,496

Career Ladder Cost: \$671,031,314

FTE 16041.01

Total System Cost Increase over Previous Year: **\$38,036,971**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 3 Impact

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$36,400	\$37,300	\$38,211							
Professional Teacher	\$41,699	\$42,805	\$43,330	\$44,475	\$45,041	\$46,227	\$46,836	\$48,067	\$48,722	\$49,402
Master Teacher										

FTE Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	694.58	664.50	635.73							
Professional Teacher	4,315.24	544.43	389.78	620.42	805.48	1,203.30	188.63	1,095.12	151.98	4,731.83
Master Teacher										

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$25,282,556	\$24,785,871	\$24,291,918							
Professional Teacher	\$179,942,008	\$23,304,585	\$16,889,109	\$27,593,381	\$36,279,261	\$55,625,021	\$8,834,584	\$52,639,585	\$7,404,599	\$233,760,136
Master Teacher										
subtotals	\$205,224,564	\$48,090,456	\$41,181,027	\$27,593,381	\$36,279,261	\$55,625,021	\$8,834,584	\$52,639,585	\$7,404,599	\$233,760,136

Career Ladder Cost: \$716,632,613

FTE 16041.01

Total System Cost Increase over Previous Year: **\$45,601,299**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 4 Impact

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$38,200	\$39,150	\$40,106							
Professional Teacher	\$44,350	\$45,403	\$45,665	\$46,738	\$47,020	\$48,114	\$48,418	\$49,534	\$49,861	\$50,201
Master Teacher	\$52,800									

FTE Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	755.40	664.50	635.73							
Professional Teacher	547.38	4,128.39	520.86	372.90	593.56	655.01	978.51	153.39	890.55	3,971.49
Master Teacher	1,173.35									

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$28,856,118	\$26,015,197	\$25,496,241							
Professional Teacher	\$24,276,112	\$187,439,595	\$23,785,154	\$17,428,348	\$27,909,310	\$31,514,824	\$47,377,523	\$7,598,093	\$44,403,716	\$199,371,961
Master Teacher	\$61,952,622									
subtotals	\$115,084,852	\$213,454,793	\$49,281,395	\$17,428,348	\$27,909,310	\$31,514,824	\$47,377,523	\$7,598,093	\$44,403,716	\$199,371,961

Career Ladder Cost: \$753,424,814

FTE 16041.01

Total System Cost Increase over Previous Year: **\$36,792,201**

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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CAREER LADDER IMPLEMENTATION CALCULATIONS

Career Ladder Year 5 Impact -- Full Implementation

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$40,000	\$41,000	\$42,000							
Professional Teacher	\$47,000	\$48,000	\$49,000	\$50,000	\$51,000					
Master Teacher	\$54,000	\$55,000	\$56,000	\$57,000	\$58,000					

FTE Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	755.40	722.69	635.73							
Professional Teacher	547.38	4,473.31	855.06	1,134.78	5,447.69					
Master Teacher	346.45	1,122.54								

Salary Reimbursement Table

	1	2	3	4	5	6	7	8	9	10
Residency Teacher	\$30,215,831	\$29,630,172	\$26,700,563							
Professional Teacher	\$25,726,889	\$214,718,823	\$41,897,823	\$56,738,903	\$277,832,122					
Master Teacher	\$18,708,063	\$61,739,660								
subtotals	\$74,650,783	\$306,088,656	\$68,598,387	\$56,738,903	\$277,832,122	\$0	\$0	\$0	\$0	\$0

Career Ladder Cost: \$783,908,851
FTE 16041.01
Total System Cost Increase over Previous Year: **\$30,484,036**

Assumed annual average net retention rate: 0.9567
percent eligible for Master in year 4 0.60
percent of those eligible that advance to Professional 0.90
percent of those eligible that advance to Master 0.25
percent eligible for master after year 4 0.20

Years in transition 5

TITLE 33
EDUCATION
CHAPTER 3
SCHOOL DISTRICTS

33-320. ~~STRATEGIC PLANNING~~CONTINUOUS IMPROVEMENT PLANS AND TRAINING. (1) Each school district and public charter school in Idaho shall develop ~~and maintain an annual strategic~~ plan that ~~is part of a continuous~~ focuses on improving the student performance of the district or public charter school.

(2) (a) The board of trustees and the superintendent shall collaborate on the plan and engage students, parents, educators and the community as appropriate. The board of directors and the administrator of a public charter school shall collaborate on the plan and engage students, parents, educators and the community as appropriate.

(b) The ~~strategic annual continuous improvement~~ plan shall:

(i) Be data driven, specifically in student outcomes, and shall include, but not be limited to, analyses of demographic data, student achievement and growth data, graduation rates, and college and career readiness;

(ii) Set clear and measurable targets based on student outcomes;

(iii) Include a clearly developed and articulated vision and mission; and

(iv) Include key indicators for monitoring performance.

(v) Include a report of progress toward the previous year's improvement goals.

(c) For the 2014-2015 school year, the ~~strategic annual continuous improvement~~ plan shall be adopted on or before September 1. The ~~strategic~~ plan must be reviewed and updated annually no later than August 1 every year thereafter.

(d) The board of trustees or the board of directors shall continuously monitor progress toward the goals by utilizing relevant data to measure growth. The progress shall be included in evaluations of the district superintendent or administrator of a public charter school. The progress shall be included in each subsequent year's continuous improvement plan.

(3) The ~~strategic annual continuous improvement~~ plan must be made available to the public and shall be posted on the school district or charter school website.

(4) Of the moneys appropriated in the public schools educational support program, up to two thousand dollars (\$2,000) shall be distributed to each school district and public charter school to be expended for training purposes for district superintendents and boards of trustees, public charter school administrators and boards of directors. Funds shall be distributed on a reimbursement basis based on a process prescribed by the superintendent of public instruction. Qualified training shall include training for continuous improvement processes and planning, strategic planning, finance, superintendent evaluations, public charter administrator evaluations, ethics and governance.

(5) The state board of education shall be granted rulemaking authority to establish appropriate procedures, qualifications and guidelines for qualified training providers and shall prepare a list of qualified training providers within the state of Idaho.

TITLE 33
EDUCATION
CHAPTER 5
DISTRICT TRUSTEES

~~33-503A. Transition of school trustee terms from three years to four years. In order to achieve an orderly transition to terms of four (4) years, and to hold trustee elections in the odd-numbered years, the following schedule shall be followed:~~

~~(1) For school districts with five (5) trustees:~~

~~(a) If two (2) trustees were elected to a regular trustee term in 2007, and one (1) trustee was elected to a regular term in 2008, then these three (3) trustees shall each serve a term that expires on July 1, 2011, and the trustees elected to a regular trustee term in 2009 shall each serve a term that expires on July 1, 2013.~~

~~(b) If two (2) trustees were elected to regular trustee terms in 2007, and two (2) trustees were elected to regular trustee terms in 2008, then those trustees elected in 2007 shall each serve a term that expires on July 1, 2011, and those elected in 2008 shall each serve a term that expires on July 1, 2013, and the trustee elected to a regular trustee term in 2009 shall serve a term that expires on July 1, 2013.~~

~~(c) If one (1) trustee was elected to a regular trustee term in 2007, the trustee shall serve a term that expires on July 1, 2011, and the trustees elected to a regular trustee term in 2008 shall each serve a term that expires on July 1, 2011.~~

~~(2) For school districts with six (6) trustees, two (2) trustees elected to a regular term in 2007 shall each serve a term that expires on July 1, 2011, and two (2) trustees elected to a regular term in 2009 shall each serve a term that expires on July 1, 2013, and one (1) of the trustees elected to a regular term in 2008 shall serve until July 1, 2011, and one (1) of the trustees elected to a regular term in 2008 shall serve until July 1, 2013, which shall be determined by the toss of a coin.~~

~~(3) For school districts with seven (7) trustees, two (2) trustees elected to a regular term in 2008 or 2009 shall each serve until July 1, 2011, and any remainder of the trustees elected in 2008 or 2009 shall serve until July 1, 2013, which shall be determined by the toss of a coin; and trustees elected to a regular term in 2007 shall serve until July 1, 2011.~~

~~(4) For elementary school districts with three (3) trustees, two (2) trustees elected to a regular term in 2007 and 2008 shall serve until July 1, 2011, and one (1) trustee elected to a regular term in 2009 shall serve until July 1, 2013.~~

ADVANCED OPPORTUNITIES

33-1002. EDUCATIONAL SUPPORT PROGRAM. The educational support program is calculated as follows:

(1) State Educational Support Funds. Add the state appropriation, including the moneys available in the public school income fund, together with all miscellaneous revenues to determine the total state funds.

(2) From the total state funds subtract the following amounts needed for state support of special programs provided by a school district:

- (a) Pupil tuition-equivalency allowances as provided in section [33-1002B](#), Idaho Code;
 - (b) Transportation support program as provided in section [33-1006](#), Idaho Code;
 - (c) Feasibility studies allowance as provided in section [33-1007A](#), Idaho Code;
 - (d) The approved costs for border district allowance, provided in section [33-1403](#), Idaho Code, as determined by the state superintendent of public instruction;
 - (e) The approved costs for exceptional child approved contract allowance, provided in subsection 2. of section [33-2004](#), Idaho Code, as determined by the state superintendent of public instruction;
 - (f) Certain expectant and delivered mothers allowance as provided in section [33-2006](#), Idaho Code;
 - (g) Salary-based apportionment calculated as provided in sections [33-1004](#) through [33-1004F](#), Idaho Code;
 - (h) Unemployment insurance benefit payments according to the provisions of section [72-1349A](#), Idaho Code;
 - (i) For expenditure as provided by the public school technology program;
 - (j) For employee severance payments as provided in section [33-521](#), Idaho Code;
 - (k) For distributions to the Idaho digital learning academy as provided in section [33-1020](#), Idaho Code;
 - (l) For charter school facilities funds and reimbursements paid pursuant to section [33-5208](#)(5), Idaho Code;
 - (m) For an online course portal as provided for in section [33-1024](#), Idaho Code;
 - (n) For advanced opportunities as provided for in section [33-4626 4601](#), Idaho Code;
 - (o) For the "8 in 6 Program" as provided for in section [33-4628 4602](#), Idaho Code;
 - (p) For additional math and science courses for high school students as provided in section [33-1021](#), Idaho Code;
 - (q) For leadership premiums as provided in section [33-1004J](#), Idaho Code;
 - (r) For the support of provisions that provide a safe environment conducive to student learning and maintain classroom discipline, an allocation of \$300 per support unit; and
 - (s) Any additional amounts as required by statute to effect administrative adjustments or as specifically required by the provisions of any bill of appropriation;
- to secure the total educational support distribution funds.

(3) Average Daily Attendance. The total state average daily attendance shall be the sum of the average daily attendance of all of the school districts of the state. The state board of education shall establish rules setting forth the procedure to determine average daily attendance and the time for, and method of, submission of such report. Average daily attendance calculation shall be carried out to the nearest hundredth. Computation of average daily attendance shall also be governed by the provisions of section [33-1003A](#), Idaho Code.

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(4) Support Units. The total state support units shall be determined by using the tables set out hereafter called computation of kindergarten support units, computation of elementary support units, computation of secondary support units, computation of exceptional education support units, and computation of alternative school secondary support units. The sum of all of the total support units of all school districts of the state shall be the total state support units.

COMPUTATION OF KINDERGARTEN SUPPORT UNITS

Average Daily Attendance	Attendance Divisor	Units Allowed
41 or more....	40.....	1 or more as computed
31 - 40.99 ADA....	-.....	1
26 - 30.99 ADA....	-.....	.85
21 - 25.99 ADA....	-.....	.75
16 - 20.99 ADA....	-.....	.6
8 - 15.99 ADA....	-.....	.5
1 - 7.99 ADA....	-.....	count as elementary

COMPUTATION OF ELEMENTARY SUPPORT UNITS

Average Daily Attendance	Attendance Divisor	Minimum Units Allowed
300 or more ADA..... 15
	..23...grades 4,5 & 6....	
	..22...grades 1,2 & 3....1994-95	
	..21...grades 1,2 & 3....1995-96	
	..20...grades 1,2 & 3....1996-97	
	and each year thereafter.	
160 to 299.99 ADA...	20	8.4
110 to 159.99 ADA...	19	6.8
71.1 to 109.99 ADA...	16	4.7
51.7 to 71.0 ADA...	15	4.0
33.6 to 51.6 ADA...	13	2.8
16.6 to 33.5 ADA...	12	1.4
1.0 to 16.5 ADA...	n/a	1.0

COMPUTATION OF SECONDARY SUPPORT UNITS

Average Daily Attendance	Attendance Divisor	Minimum Units Allowed
750 or more....	18.5	47
400 - 749.99 ADA....	16	28
300 - 399.99 ADA....	14.5	22
200 - 299.99 ADA....	13.5	17
100 - 199.99 ADA....	12	9
99.99 or fewer Grades 7-12	Units allowed as follows:	8

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Grades 9-12	6
Grades 7- 9	1 per 14 ADA
Grades 7- 8	1 per 16 ADA

COMPUTATION OF EXCEPTIONAL EDUCATION SUPPORT UNITS

Average Daily Attendance	Attendance Divisor	Minimum Units Allowed
14 or more....	14.5	1 or more as computed
12 - 13.99....	-	1
8 - 11.99....	-75
4 - 7.99....	-5
1 - 3.99....	-25

COMPUTATION OF ALTERNATIVE SCHOOL SECONDARY SUPPORT UNITS

Pupils in Attendance	Attendance Divisor	Minimum Units Allowed
12 or more.....	12	1 or more as computed

In applying these tables to any given separate attendance unit, no school district shall receive less total money than it would receive if it had a lesser average daily attendance in such separate attendance unit. In applying the kindergarten table to a kindergarten program of less days than a full school year, the support unit allowance shall be in ratio to the number of days of a full school year. The attendance of students attending an alternative secondary school in a school district reporting less than one hundred (100) secondary students in average daily attendance shall not be assigned to the alternative secondary table if the student is from a school district reporting less than one hundred (100) secondary students in average daily attendance, but shall instead be assigned to the secondary table of the school district in which they are attending the alternative secondary school, unless the alternative secondary school in question serves students from multiple districts reporting less than one hundred (100) secondary students in average daily attendance. The tables for exceptional education and alternative school secondary support units shall be applicable only for programs approved by the state department of education following rules established by the state board of education. Moneys generated from computation of support units for alternative schools shall be utilized for alternative school programs. School district administrative and facility costs may be included as part of the alternative school expenditures.

(5) State Distribution Factor per Support Unit. Divide educational support program distribution funds, after subtracting the amounts necessary to pay the obligations specified in subsection (2) of this section, by the total state support units to secure the state distribution factor per support unit.

(6) District Support Units. The number of support units for each school district in the state shall be determined as follows:

(a) (i) Divide the actual average daily attendance, excluding students approved for inclusion in the exceptional child educational program, for the administrative schools and

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each of the separate schools and attendance units by the appropriate divisor from the tables of support units in this section, then add the quotients to obtain the district's support units allowance for regular students, kindergarten through grade 12 including alternative school secondary students. Calculations in application of this subsection shall be carried out to the nearest hundredth.

(ii) Divide the combined totals of the average daily attendance of all preschool, kindergarten, elementary, secondary, juvenile detention center students and students with disabilities approved for inclusion in the exceptional child program of the district by the appropriate divisor from the table for computation of exceptional education support units to obtain the number of support units allowed for the district's approved exceptional child program. Calculations for this subsection shall be carried out to the nearest hundredth when more than one (1) unit is allowed.

(iii) The total number of support units of the district shall be the sum of the total support units for regular students, subsection (6)(a)(i) of this section, and the support units allowance for the approved exceptional child program, subsection (6)(a)(ii) of this section.

(b) Total District Allowance Educational Program. Multiply the district's total number of support units, carried out to the nearest hundredth, by the state distribution factor per support unit and to this product add the approved amount of programs of the district provided in subsection (2) of this section to secure the district's total allowance for the educational support program.

(c) District Share. The district's share of state apportionment is the amount of the total district allowance, subsection (6)(b) of this section.

(d) Adjustment of District Share. The contract salary of every noncertificated teacher shall be subtracted from the district's share as calculated from the provisions of subsection (6)(c) of this section.

(7) Property Tax Computation Ratio. In order to receive state funds pursuant to this section a charter district shall utilize a school maintenance and operation property tax computation ratio for the purpose of calculating its maintenance and operation levy, that is no greater than that which it utilized in tax year 1994, less four-tenths of one percent (.4%). As used herein, the term "property tax computation ratio" shall mean a ratio determined by dividing the district's certified property tax maintenance and operation budget by the actual or adjusted market value for assessment purposes as such values existed on December 31, 1993. Such maintenance and operation levy shall be based on the property tax computation ratio multiplied by the actual or adjusted market value for assessment purposes as such values existed on December 31 of the prior calendar year.

New Chapter: 46 – ADVANCED OPPORTUNITIES

33-~~16264601~~1. ADVANCED OPPORTUNITIES. (1) Students completing all state high school graduation requirements at any time prior to the beginning of their final twelfth grade semester or trimester term, except the senior project and any other course that the state board of education requires to be completed during the final year of high school, shall be eligible for the following:

(a) Dual credit courses, up to eighteen (18) credits per semester term or twelve (12) credits per trimester term of postsecondary credits. Average daily attendance shall be counted as normal for such students for public school funding purposes. The state

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department of education shall distribute funds from the moneys appropriated for the educational support program to defray the per credit cost charged for such dual credit courses by accredited postsecondary institutions. The amount so distributed shall not exceed seventy-five dollars (\$75.00) per credit hour.

(b) Advanced placement or other college credit-bearing or professional certificate examinations, up to six (6) examinations per semester or four (4) per trimester. The state department of education shall distribute funds from the moneys appropriated for the educational support program to defray the per examination cost charged. The amount so distributed shall not exceed ninety dollars (\$90.00) per examination.

The state department of education shall reimburse school districts and public charter schools for such costs, up to the stated limits, within one hundred twenty-five (125) days of receiving the necessary data upon which reimbursements may be paid. If a student fails to earn credit for any course or examination for which the department has paid a reimbursement, the student must pay for and successfully earn credit for one (1) such course or examination before the department may pay any further reimbursements for such student.

(2) Any student in an Idaho public high school or Idaho public charter high school who has attained grade 11 and who has not qualified pursuant to subsection (1) of this section shall qualify for a credit of two hundred dollars (\$200) to pay for courses and examinations pursuant to subsection (1)(a) and (b) of this section. These moneys may be used to pay an amount not to exceed ~~seventy-five percent (75%) of the cost price to the student~~ of such courses and examinations, pursuant to the limitations stated in this subsection. The state department of education shall distribute such funds from the moneys appropriated to the educational support program.

(3) Any student in an Idaho public high school or Idaho public charter high school who has attained grade 12 and who has not qualified pursuant to subsection (1) of this section shall qualify for a credit of four hundred dollars (\$400) to pay for courses and examinations described pursuant to subsection (1)(a) and (b) of this section. These moneys may be used to pay an amount not to exceed ~~seventy-five percent (75%) of the cost price to the student~~ of such courses and examinations, pursuant to the limitations stated in this subsection. The state department of education shall distribute such funds from the moneys appropriated to the educational support program.

(4) The payments made pursuant to this section ~~shall not be used to duplicate payments made by any other governmental or charitable program, except that any payments made pursuant to this section~~ shall also reduce by a like dollar amount an amount not to exceed fifty dollars (\$50) per credit hour any out-of-district county tuition payments that would otherwise be made to a community college pursuant to section 33-2110A, Idaho Code.

(5) The state board of education may promulgate rules to implement the provisions of this section.

(6) No later than January 15, the state department of education shall annually report to the senate and the house of representatives education committees the number of scholarships awarded pursuant to subsections (2) and (3) of this section during the previous school year, by school district and public charter school. Such report shall also include a fiscal note reflecting the amount of moneys expended for such scholarships.

(7) Policies and procedures for participating in the program established by the school district or charter school must be such that students have an opportunity to

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participate in the program and meet district established timelines and requirements for financial transactions, transcribing credits and state department of education reporting.

33-16284602. "8 IN 6 PROGRAM." (1) A program is hereby established in the state department of education to be known as the "8 in 6 Program."

(2) If a parent and student of a public school in Idaho agree, by signing the appropriate form provided by the state department of education, to the conditions provided for in paragraphs (a) and (b) of this subsection, the state department of education will pay for a portion of the cost of summer online courses and online overload courses as provided for in this section from the moneys appropriated for this purpose.

(a) The student and parent agree that the student shall take and successfully complete dual credit or professional-technical education courses for at least a portion of the student's courses during the eleventh and/or twelfth grade years. Funding for this requirement will not be provided by the "8 in 6 Program."

(b) The student and parent agree that the student shall take and successfully complete at least one (1) summer online or online overload course and a full course load.

(c) The state shall pay the lesser of the actual cost or two hundred twenty-five dollars (\$225) per one (1) credit summer online course or one (1) credit online overload course taken in this program.

(d) The state shall pay for no more than two (2) credits of online overload courses per student per school year. The state shall pay for no more than two (2) credits of summer online courses per student per summer. The state shall pay for no more than a combined total of four (4) credits of summer online or online overload courses per student per year. The state shall pay for no more than a combined total of eight (8) credits of summer online and online overload courses per student during such student's participation in the program.

~~(3) Participation in this program shall be limited to no more than ten percent (10%) of students in each grade 7 through 12. Such limitation shall be applied initially on a school district-by-school district, grade-by-grade basis. If any grades do not fully utilize their available participation slots, the school district shall reallocate said participation slots to those grades in which more than ten percent (10%) of the students have applied for participation in the program. If any school districts do not fully utilize their available participation slots by July 1, the state department of education shall reallocate said participation slots to those districts in which more than ten percent (10%) of the students have applied for participation in the program. Students accepted into the program shall remain in the program from year to year unless they sign a withdrawal form developed by the state department of education. If a participating student transfers from one (1) school district to another, such student shall remain enrolled in the program, the ten percent (10%) participation limitation of the student's new school district notwithstanding. The state department of education shall maintain a list of participants.~~

~~(a) If the number of students applying for participation in the "8 in 6 Program" exceeds the number of participation slots available in the school district, the school district shall establish participation preference criteria. Such criteria shall include students who have successfully completed at least one (1) online course prior to participating in the program, and may include any of the following:~~

~~(i) Grade point average;~~

~~(ii) State-mandated summative achievement test results;~~

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~~(iii) Other school district administered student assessments.~~

~~(b) If a student participating in the program fails to complete with a grade of "C" or better one (1) or more summer online or online overload courses while in the program, the student must pay for and successfully complete a summer online or online overload course with a grade of "C" or better before continuing in the program.~~

~~(4) (3)~~ Procedures for participating in the "8 in 6 Program" include the following: The school district shall make reasonable efforts to ensure that any student who considers participating in the program considers the challenges and time necessary to succeed in the program. Such efforts by the district shall be performed prior to a student participating in the program. Policies and procedures for participating in the program established by the school district or charter school must be such that students have an opportunity to participate in the program and meet district established timelines and requirements for financial transactions, transcribing credits and state department of education reporting.

~~(5) (4)~~ Eligible courses. To qualify as an eligible course for the program, the course must be one in which a majority of the instruction is provided electronically, and it must be offered by a provider accredited by the organization that accredits Idaho high schools or an organization whose accreditation of providers is recognized by the organization that accredits Idaho high schools and taught by an individual certified to teach the grade and subject area of the course in Idaho. Parents of participating students may enroll their child in any eligible course, with or without the permission of the school district in which the student is enrolled, up to the course enrollment limits provided for in subsection (2)(d) of this section. School district personnel shall assist parents in the process of enrolling students in such courses. Each participating student's transcript at the school district at which the student is enrolled shall include the credits earned and grades received by the student for any online courses taken pursuant to this section. For an eligible course to be transcribed as meeting the requirements of a core subject as identified in Idaho administrative rule, said course must meet the approved content standards for the applicable subject and grade level.

~~(6) (5)~~ The state board of education is hereby authorized to promulgate rules to implement the provisions of this section.

~~(7) (6)~~ Definitions:

(a) "8 in 6 Program" means the two (2) years of junior high, the four (4) years of high school and the first two (2) years of college or professional-technical preparation that normally take eight (8) years to complete are compressed into six (6) years by taking full course loads during the school year and one (1) or two (2) online courses during the summer or as online overload courses.

(b) "Credit" means middle or high school credit.

(c) "Full course load" means no fewer than twelve (12) credits per school year for grades 7-8, no fewer than fourteen (14) credits per school year for grades 9-12 for summer online course eligibility purposes, and the maximum number of courses offered by the student's school during the school day per school year for online overload course eligibility purposes.

(d) "Overload course" means a course taken that is in excess of or more than the number of courses taken in the normal school day as a normal school day is defined for fractional average daily attendance purposes by the state department of education.

(e) "Parent" means parent or parents or guardian or guardians.

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(f) "School district" means an Idaho school district or a public charter school that provides education to any grades 7-12.

(g) "School year" means the normal school year that begins upon the conclusion of the break between grades and ends upon the beginning of the same break of the following year.

~~33-16204603.~~ (1) MASTERY ADVANCEMENT PROGRAM. There is hereby established the "Mastery Advancement Program," hereinafter referred to as "the program." This program shall permit students in Idaho public schools, including Idaho public charter schools, to successfully proceed through school curriculum at their own pace.

~~33-1621.~~ (2) APPLICATION TO PARTICIPATE IN PROGRAM. Any school district or public charter school wanting to participate in the mastery advancement program shall submit to the state department of education an application for participation in the program on a form established by the department. Any school district and any public charter school that submits a completed application shall be allowed to participate in the program.

~~33-1622.~~ (3) PROGRAM ASSESSMENT -- STUDENT ASSESSMENT.

~~(1)-(a)(i)~~ Every school district and charter school participating in the program shall measure student performance and achievement while such district and charter school is participating in the program. Such performance and achievement measures shall include, but shall not necessarily be limited to, standardized test scores, successful completion of courses, behavioral and/or disciplinary incidents and dropout rates. The performance and achievement measures provided for in this subsection shall be reported to the state department of education every June 30 during the life of the program.

~~(b)(ii)~~ Relating to the program provided for in this act, the state department of education is hereby directed to identify and adopt end-of-course assessments for all core topic areas for grades 7-12 curriculum and appropriate benchmarks for grades 1-6. Such assessments shall be developed during the life of the pilot program.

~~(2)(a)(b)(i)~~ Students may request to take an end-of-course assessment. Such request shall be made upon a form provided by the state department of education. The student's request shall be made pursuant to collaboration between the student, the student's teachers, the school administration and the student's parents or guardians.

~~(b)(ii)~~ The student shall score no less than eighty-five percent (85%) on the end-of-course assessment in order to participate in self-directed study that allows the student to work on completing a class or year of school at an accelerated pace.

~~(c)(i)(iii)~~ When a student enrolled in grades 7-12 successfully passes an end-of-course assessment as provided for in subsection ~~(2)-(3)(b)(ii)~~ of this section, the student shall be counted as having completed all required coursework for that course and the school may be funded for such student based upon either the actual hours of attendance or the course which such student has successfully passed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

~~(ii)(iv)~~ When a student enrolled in grades 1-6 successfully completes a benchmark as provided for in subsection ~~(1)(b)(3)(1)(i)~~ of this section, then the student shall be counted as having completed all required coursework for that grade and the school may be funded for such student, based upon either the actual hours of attendance or the grade which such student has successfully passed, whichever is more advantageous to the school, up to the maximum of one (1) full-time equivalent student.

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~~33-1623-(4)~~ STUDENT ADVANCEMENT ~~--- DUAL CREDIT ---~~ ~~EARLY GRADUATION~~ ~~---~~ MASTERY ADVANCEMENT SCHOLARSHIP -- RESIDUAL SAVINGS.

~~(1)(a)~~ Any student who successfully completes a public charter school or school district's grades 1-12 curriculum at least one (1) year early shall be eligible for a mastery advancement scholarship, regardless of whether or not the public charter school or school district is participating in the mastery advancement program, if such student can show that the student has met all of the graduation requirements of the public charter school or school district in which the student attends school; and

~~(a)(i)~~ The student has completed the grades 1-12 curriculum in eleven (11) or fewer years and such student has attended schools in the Idaho public school system for the entire grades 1-12 curriculum; or

~~(b)(ii)~~ Where the student has attended Idaho public schools for less than the entire grades 1-12 curriculum, such student shall be eligible for a mastery advancement scholarship if such student has attended Idaho public schools for a minimum of four (4) years. For students who have attended Idaho public schools for less than four (4) years and who have completed all graduation requirements, such students may be eligible to receive a mastery advancement scholarship at a reduced rate not to exceed one (1) semester of scholarship for each year of Idaho public school attendance.

~~(2)(b)~~ A student is not required to graduate early and can choose to participate in dual credit or advanced placement classes as is the current practice.

~~(3)(a)(c)(i)~~ If a student requests a mastery advancement scholarship and is eligible pursuant to the provisions of subsection (1)(a) and (1)(b) of this section, the student shall be entitled to a mastery advancement scholarship which may be used for tuition and fees at any publicly funded institution of higher education in Idaho. The amount of such scholarship shall equal thirty-five percent (35%) of the statewide average daily attendance-driven funding per enrolled pupil for each year of grades 1-12 curriculum the student avoids due to early graduation. Such school district or public charter school shall receive an amount equal to each such scholarship if it is participating in the mastery advancement program.

~~(b)(ii)~~ The state department of education shall annually report, no later than January 15, to the senate and the house of representatives education committees, the number of scholarships awarded pursuant to this section during the previous school year, by school district and public charter school. Such report shall also include a fiscal note reflecting the amount of moneys expended for such scholarships.

~~(4)(d)~~ No student shall be eligible for more than three (3) years of a "mastery advancement" scholarship.

~~(5)(e)~~ School districts and public charter schools participating in the program established in section [33-1620](#), Idaho Code, are directed to collaborate with publicly funded institutions of higher education in this state to assist students who seek to graduate from high school early, in enrolling in postsecondary or advanced placement courses held in high school. Such school districts, public charter schools and publicly funded institutions of higher education shall report to the state board of education and the senate and the house of representatives education committees on any difficulties or obstacles they face in providing such assistance to students.

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SUBJECT

Lewis-Clark State College (LCSC) Annual Progress Report

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

This agenda item fulfills the Board's requirement for Lewis-Clark State 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.

IMPACT

Lewis-Clark State 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.

ATTACHMENTS

Attachment 1 – Draft Annual Progress Report

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BOARD ACTION

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

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Lewis-Clark

STATE

C O L L E G E

Connecting Learning to Life

Progress Report
J. Anthony Fernández
October 15, 2014

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.

Comprehensive 5-year Strategic Plan

Goal 1: Sustain and enhance excellence in teaching and learning.

Goal 2: Optimize student enrollment and promote student success.

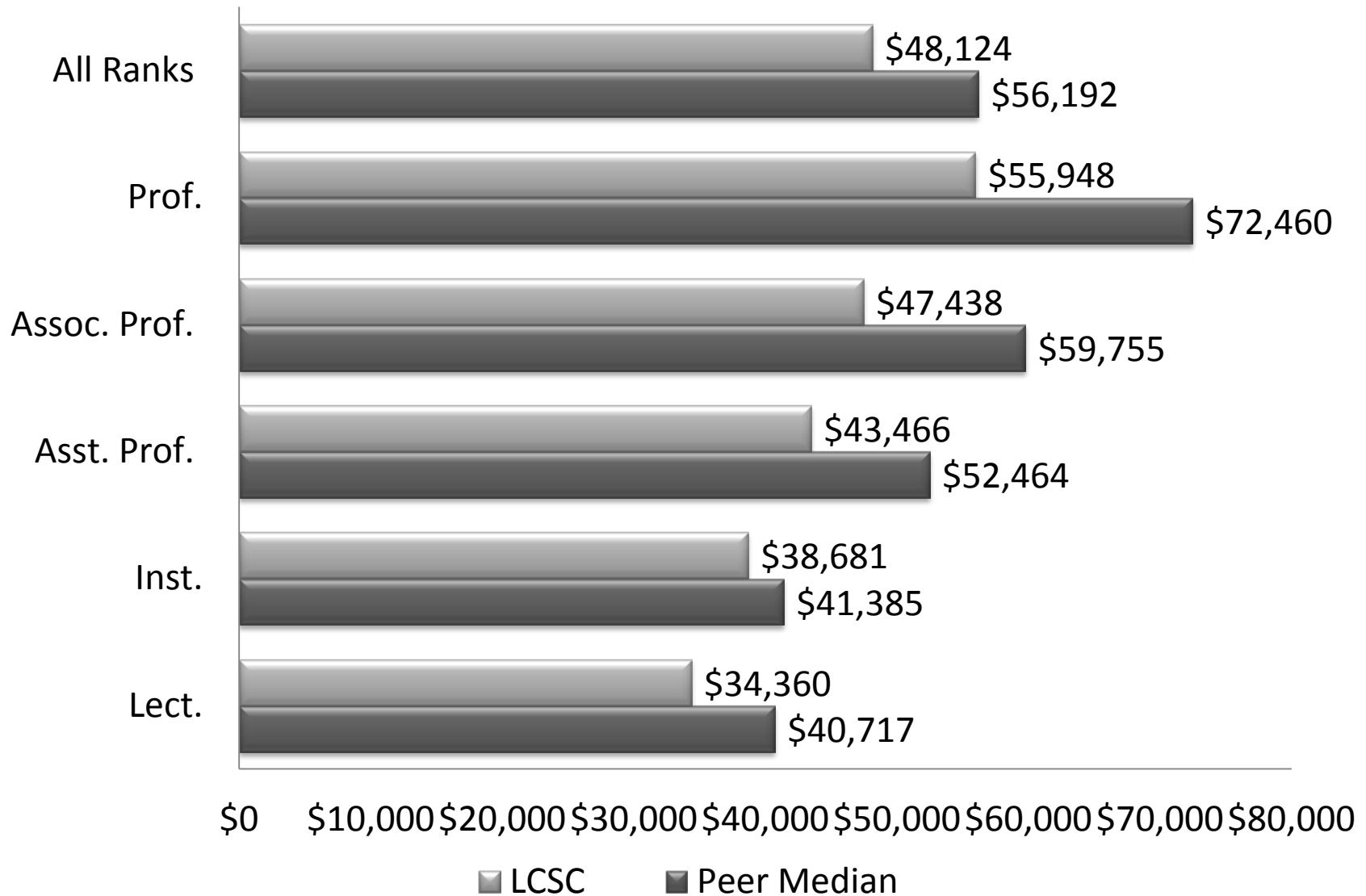
Goal 3: Strengthen and expand collaborative relationships and partnerships.

Goal 4: Leverage resources to maximize institutional strength and efficiency.

Sustain and enhance excellence in teaching and learning.

- **Program prioritization**
- **General education assessment**
- **Technology-based course delivery**
- **Faculty and staff CEC**

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Faculty Salaries

Optimize student enrollment and promote student success.

- **Expand centralized advising**
- **Implement student success course**
- **Establish a Teaching and Learning Center**

Strengthen and expand collaborative relationships and partnerships.

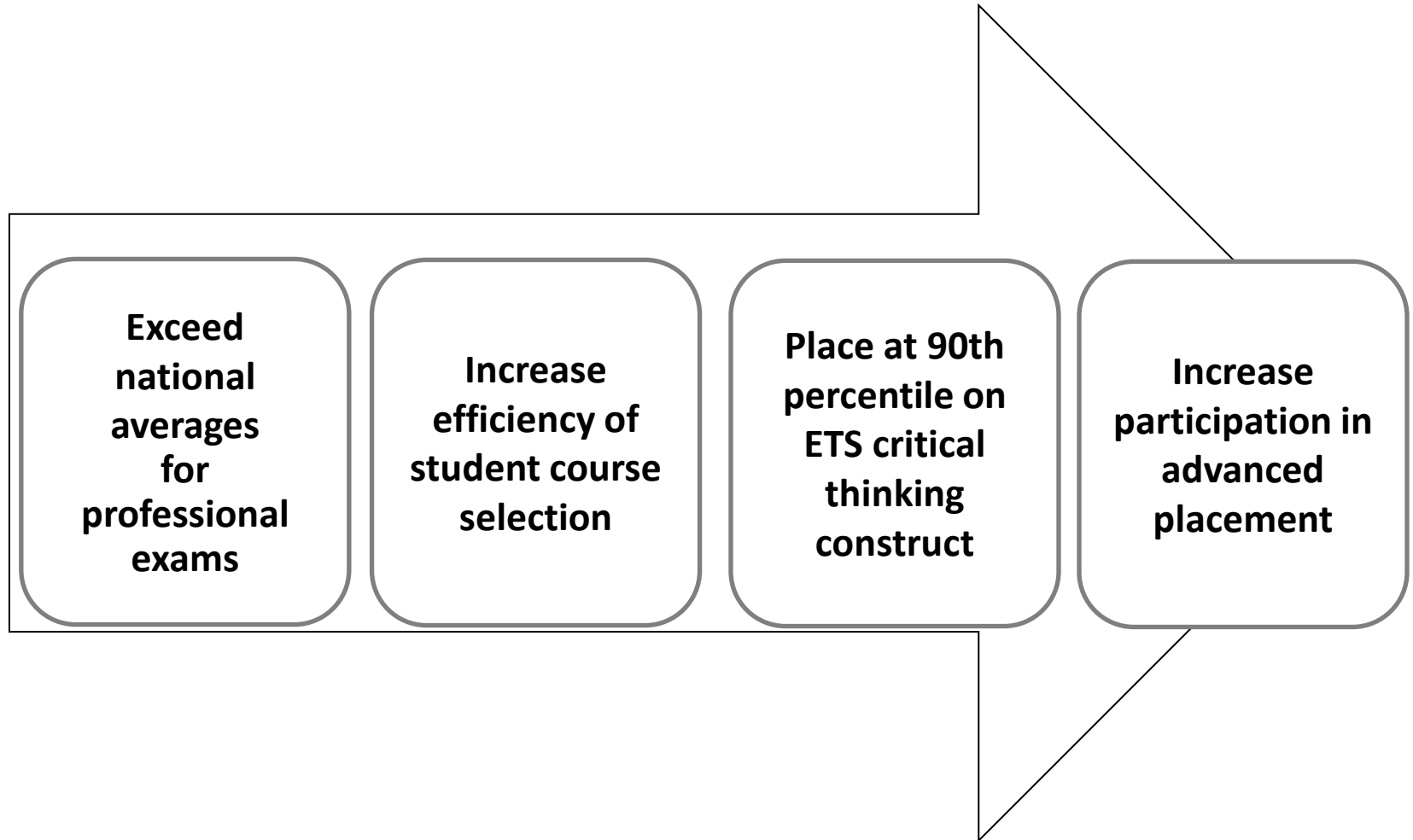
- **Increase student internship and volunteer opportunities**
- **Create opportunities for community leaders to participate in college activities**
- **Strengthen participation in the NAIA “Champions of Character” program**

Leverage resources to maximize institutional strength and efficiency.

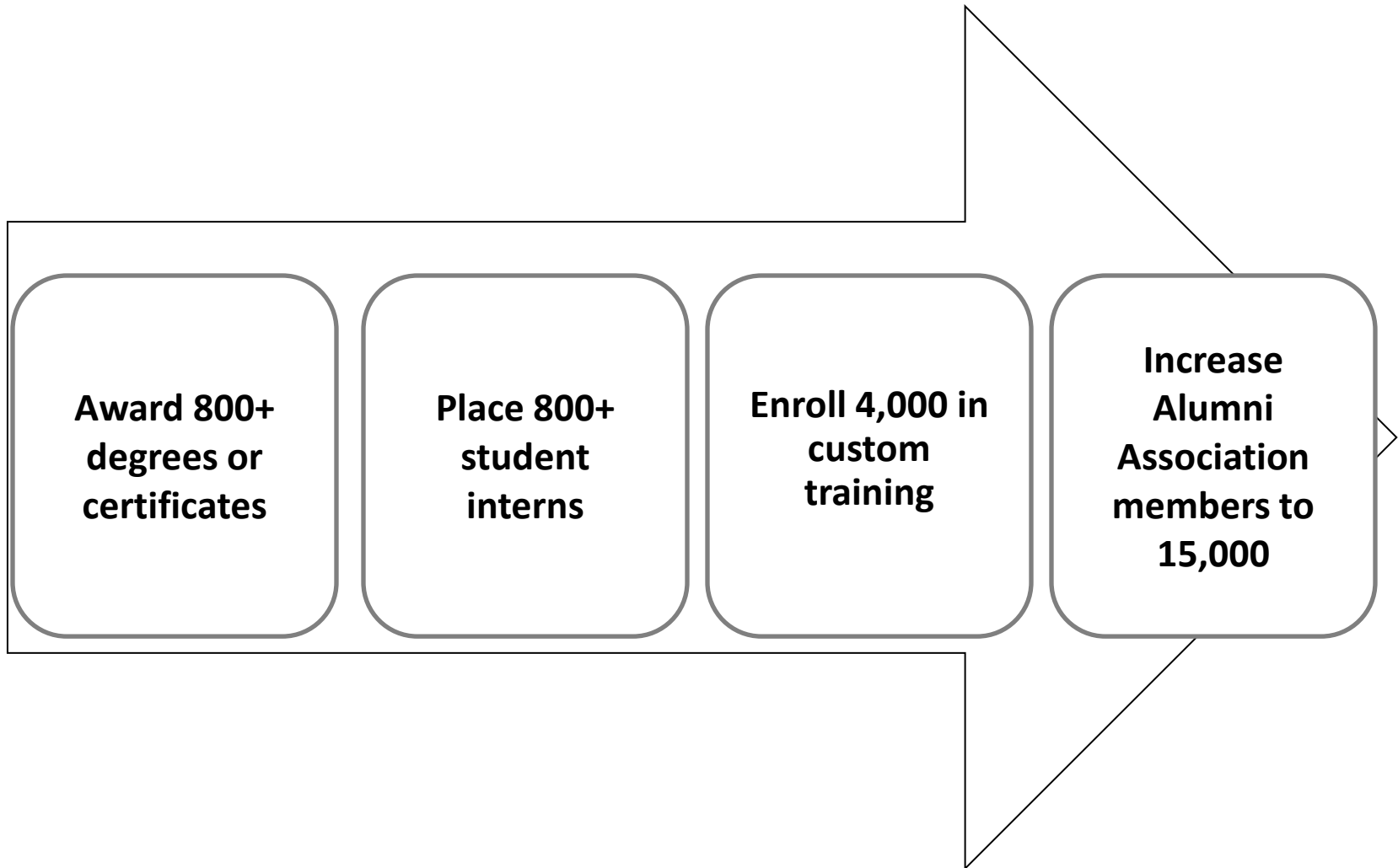
- **Support priorities and programs central to the LCSC mission**
- **Maximize efficiency of institutional processes and organization**
- **Continue implementation of campus facilities master plan**



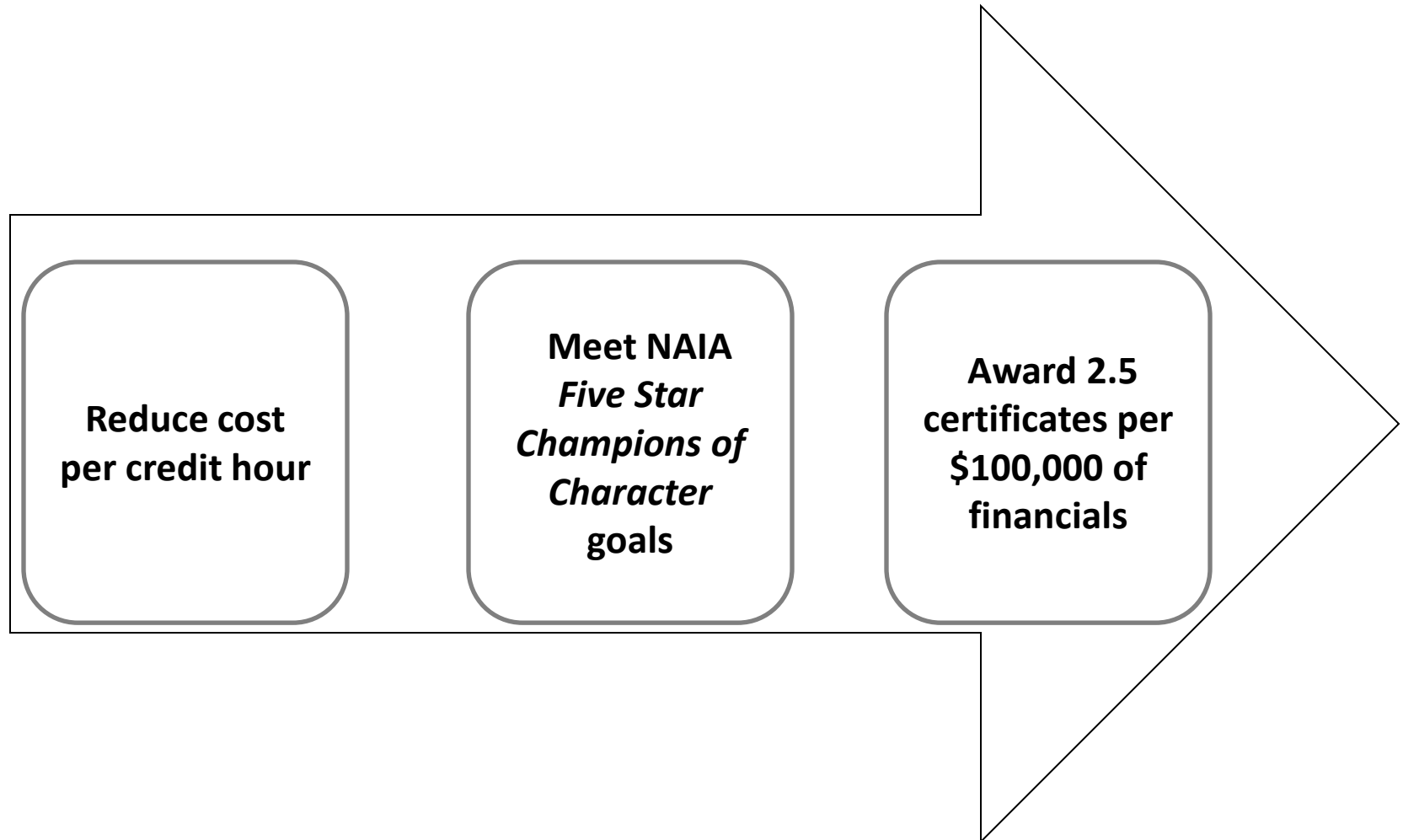
Performance Measures



Performance Measures (con't)

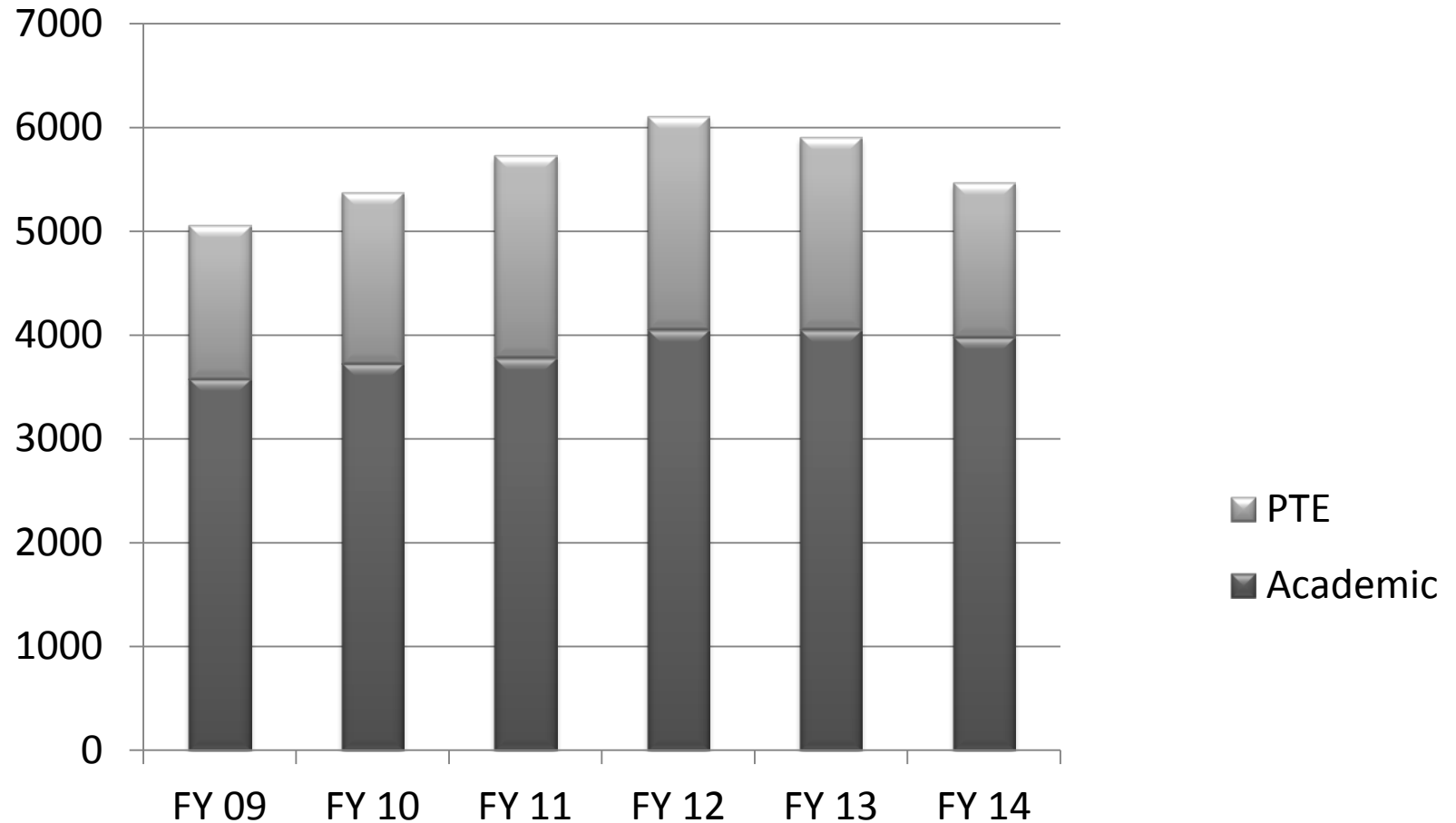


Performance Measures (con't)

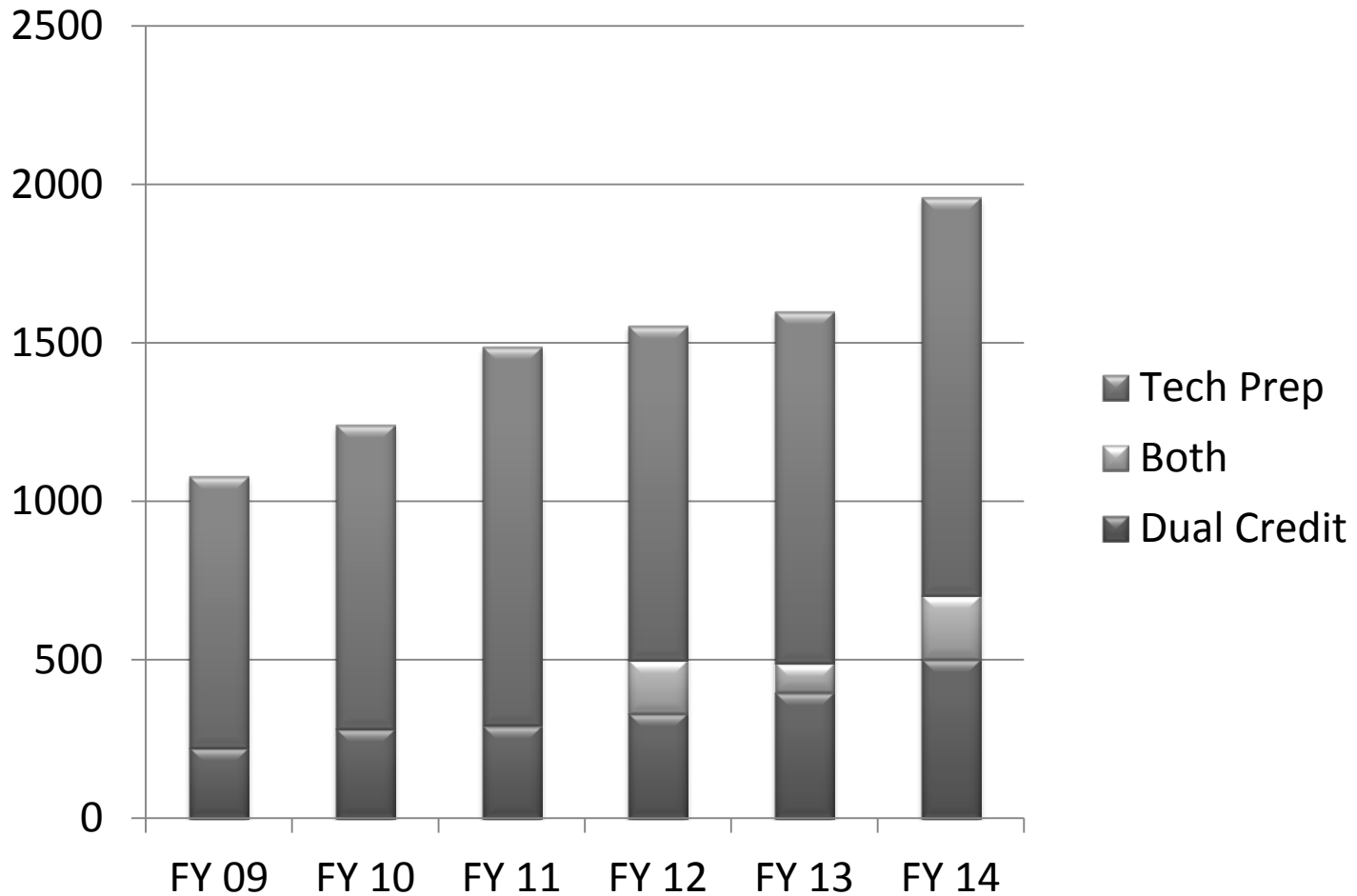


Annual Enrollment

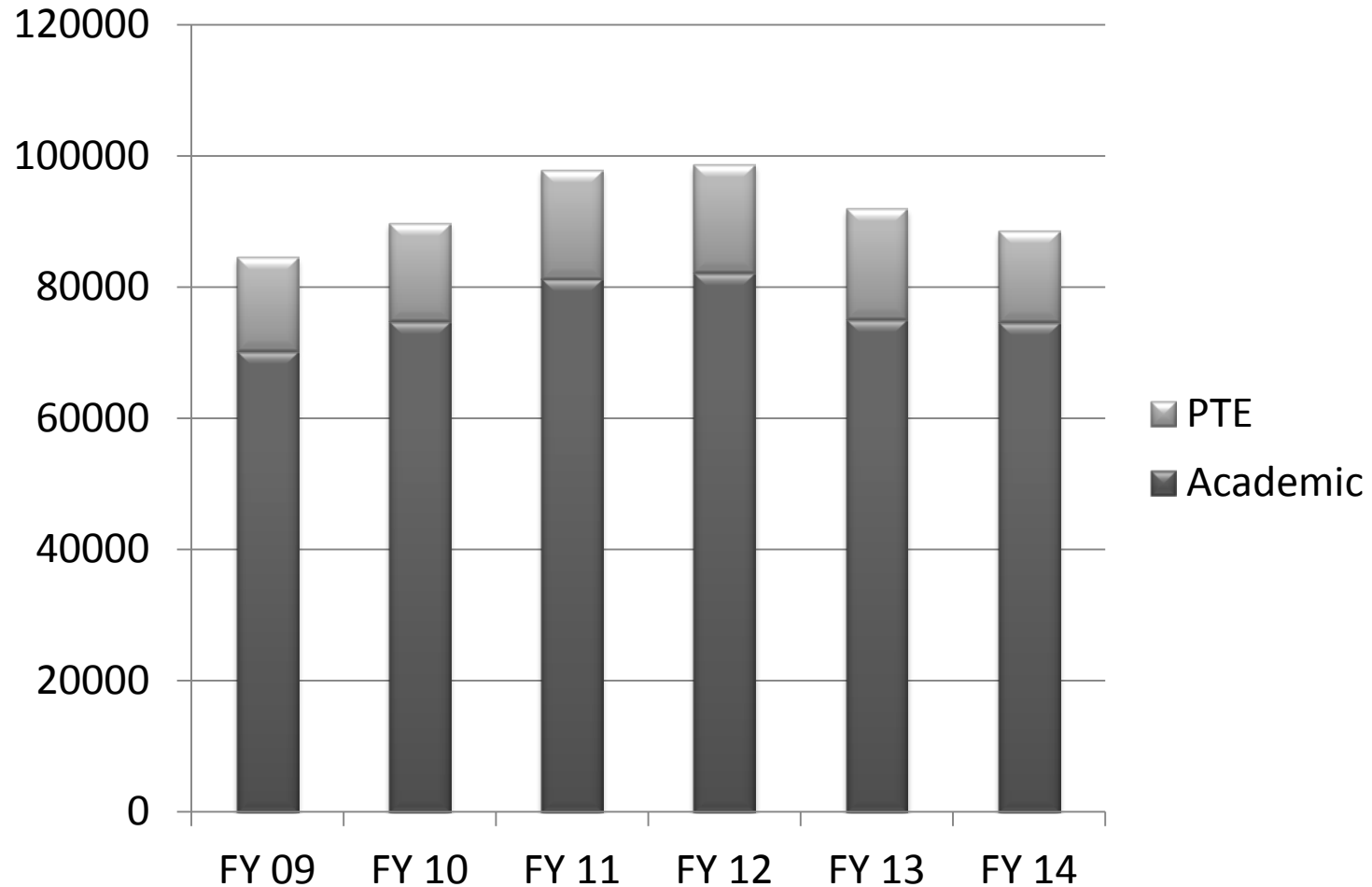
(unduplicated)



Pre-College Headcount

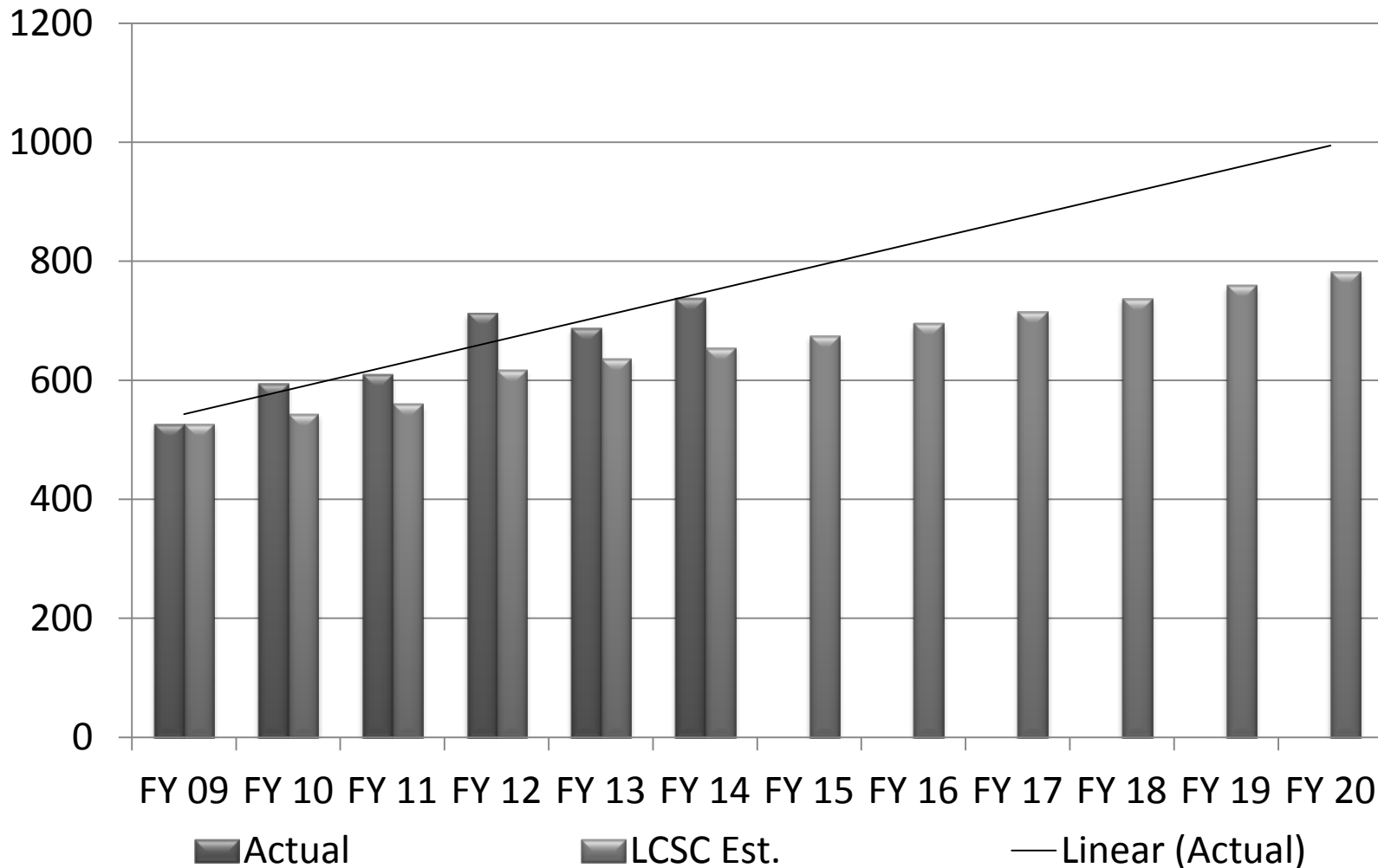


Student Credit Hours



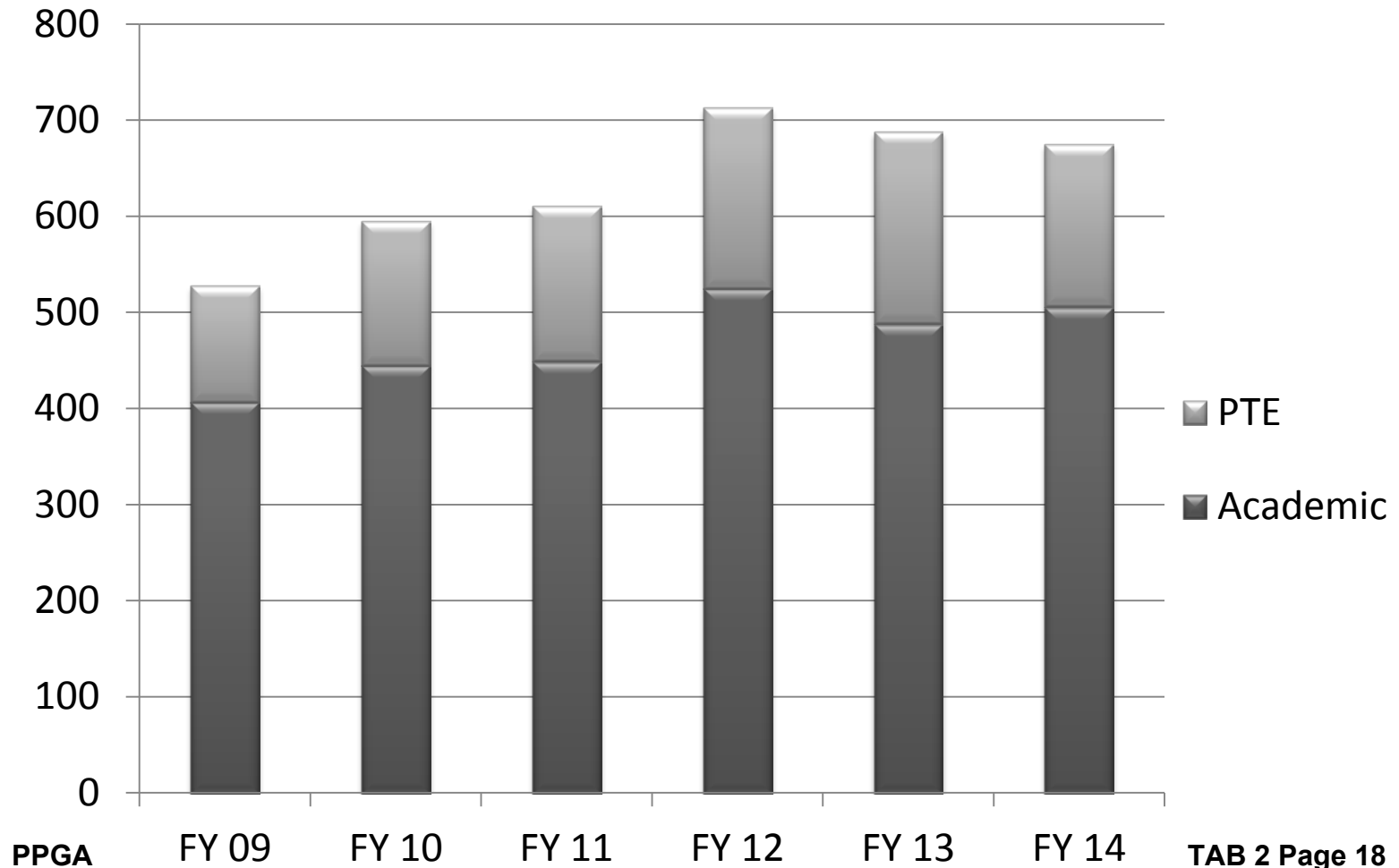
OCTOBER 16, 2014

LCSC Certificates and Degrees Awarded

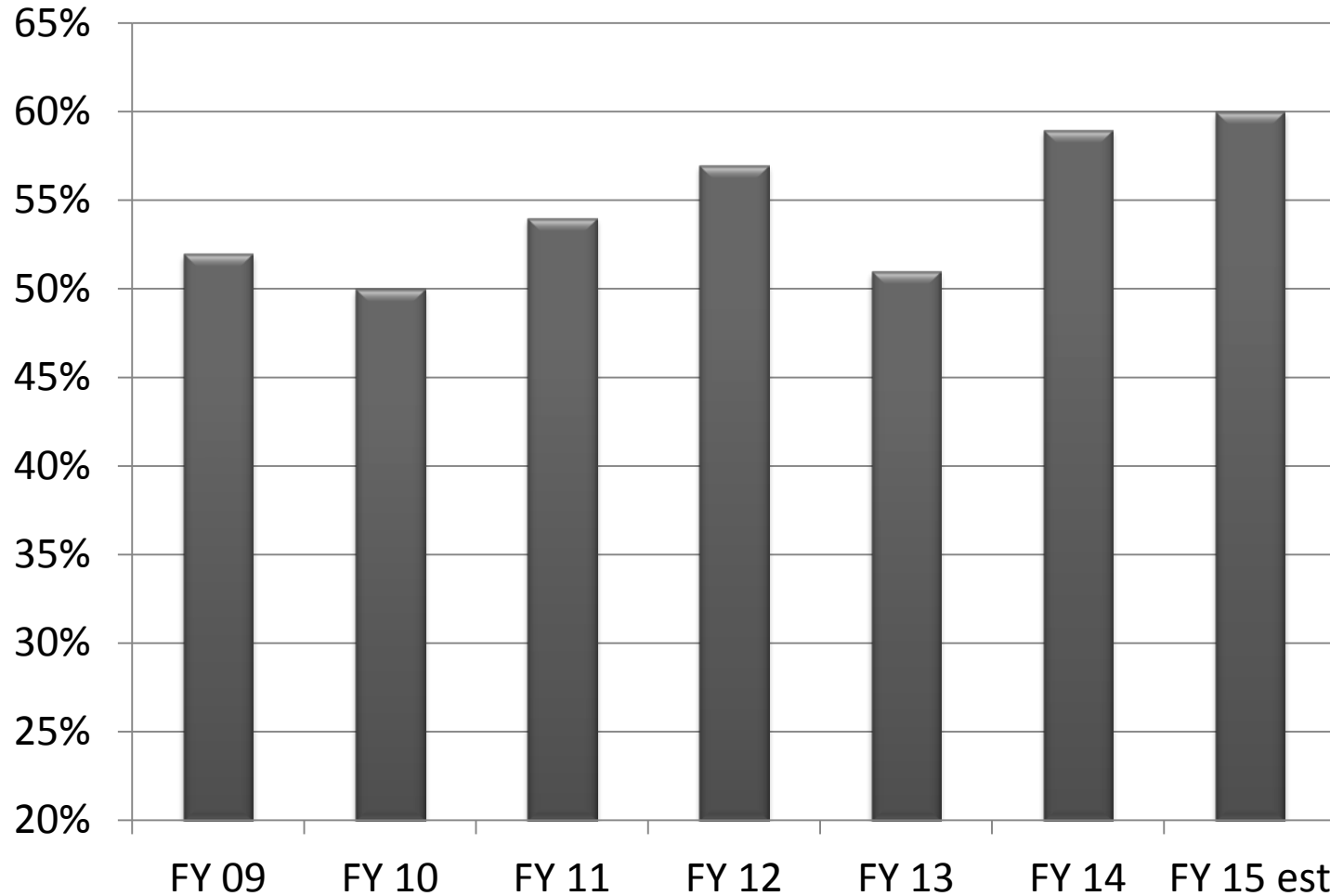


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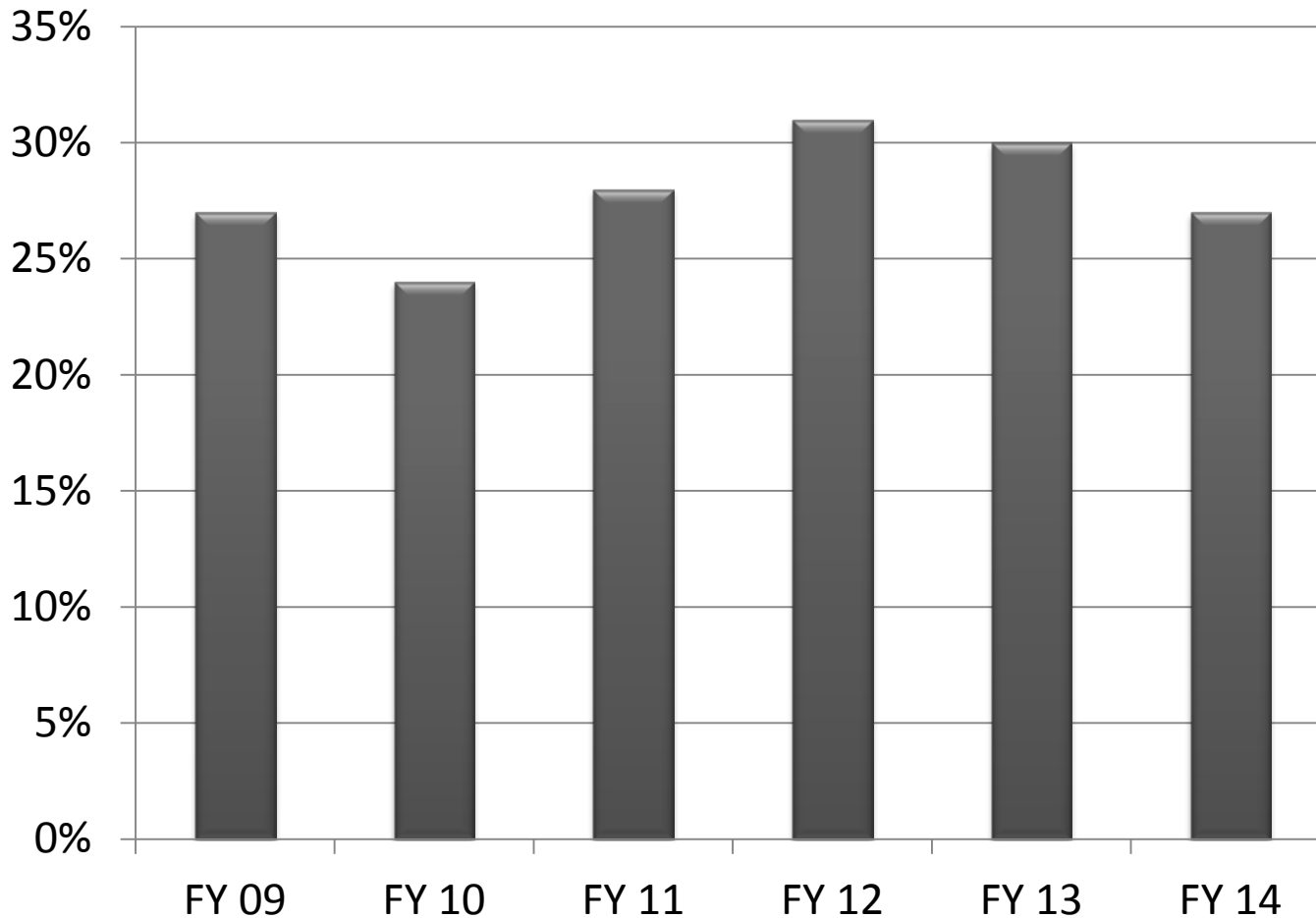
Graduates Receiving Degree/Certificate



Retention Rate

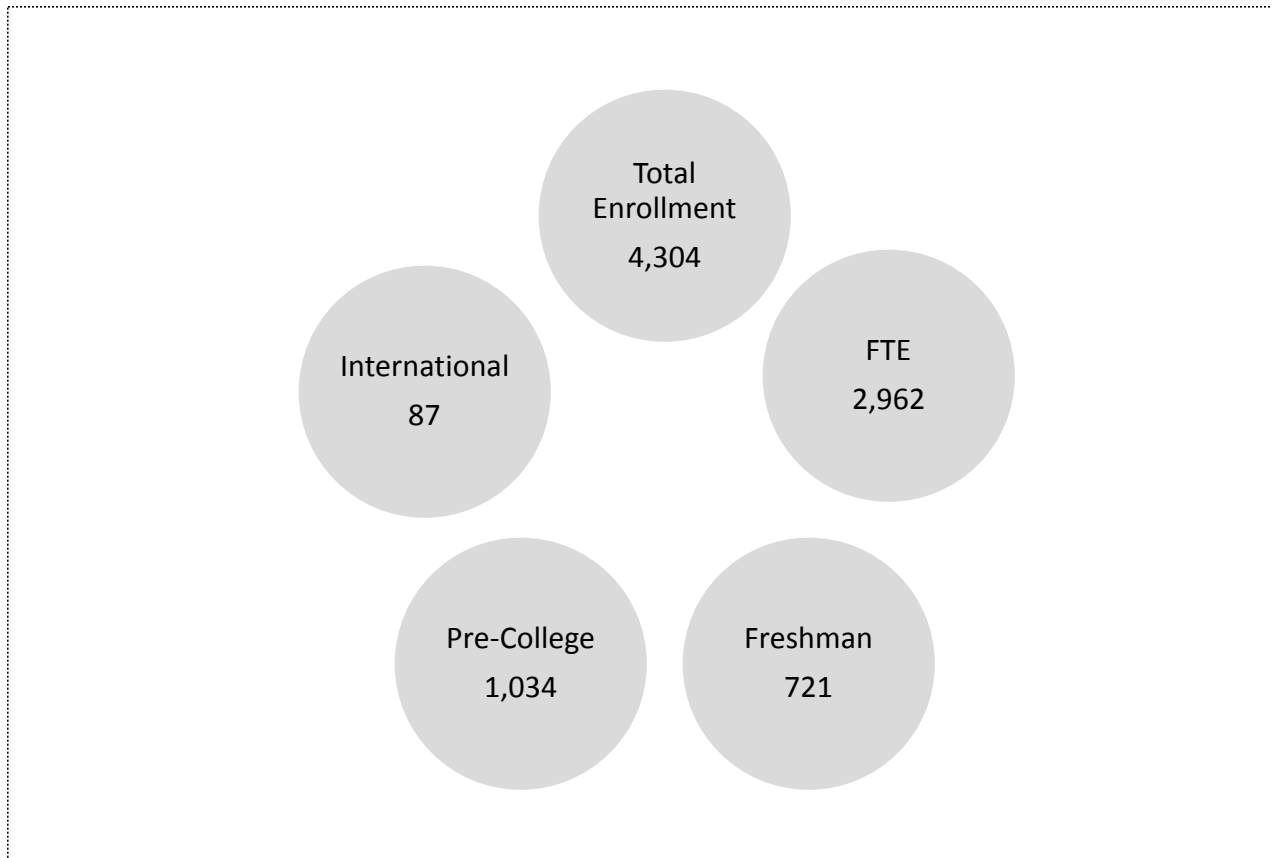


Graduation Rate



Fall 2014 Enrollment

October 15





Instructional Programs

- **NCLEX-RN first-time pass rate 95%**
- **NCLEX-PN first-time pass rate 75%**
- **ARRT Radiologic Technology pass rate 100%**
- **Teacher Praxis exams 83% first-time pass rate**
- **Social Work Licensure first-time pass rate 79%**
- **PT programs placement rate 95%**

Outreach

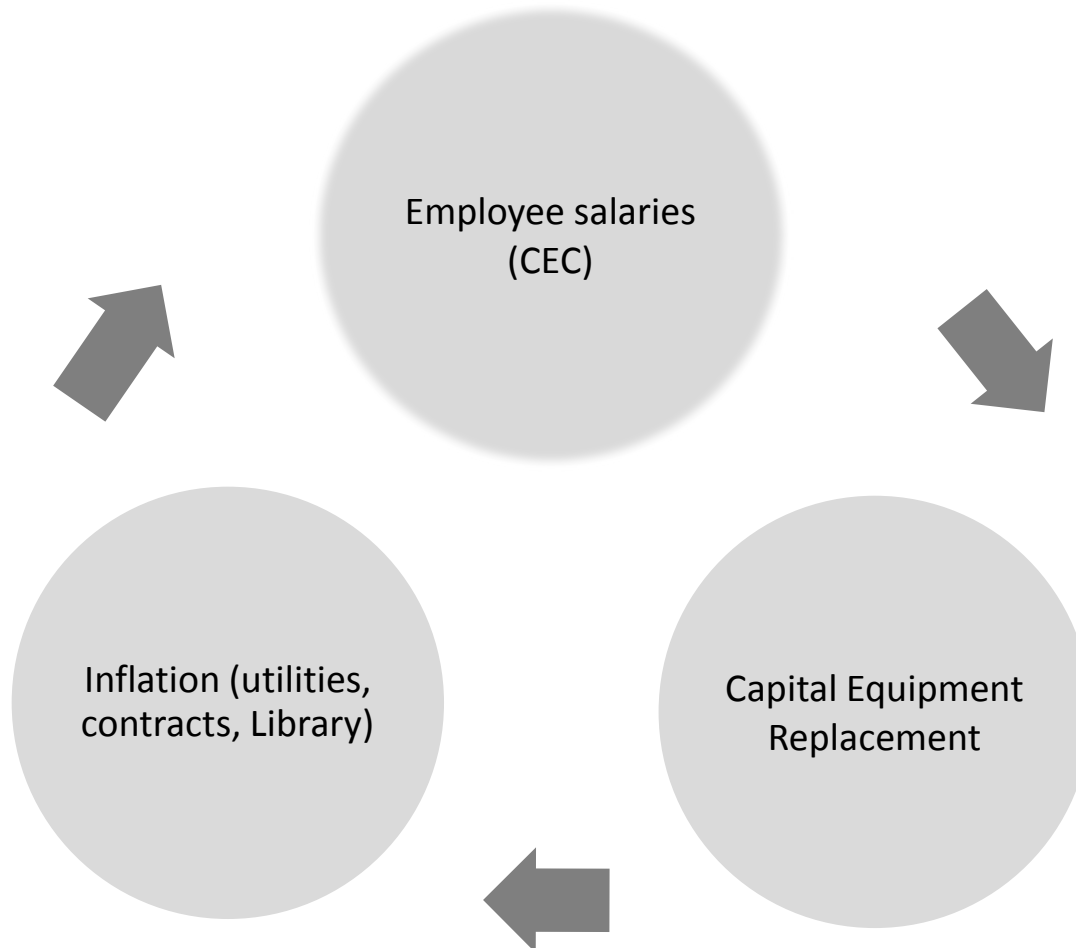
- **Community programs mission provides credit and non-credit courses reaching thousands of citizens in the region including Outreach Centers in Coeur d'Alene, Orofino, and Grangeville**
- **Small Business Development Center (SBDC) served 278 clients, provided 1,685 consulting hours, and helped small businesses acquire and execute loans**

Outreach (con't)

- **37 SBDC customized training workshops supporting economic development throughout Region II**
- **LCSC ABE/GED programs**
- **Continued collaboration with Department of Correction GED with Cottonwood (NICI) and Orofino (ICIO)**

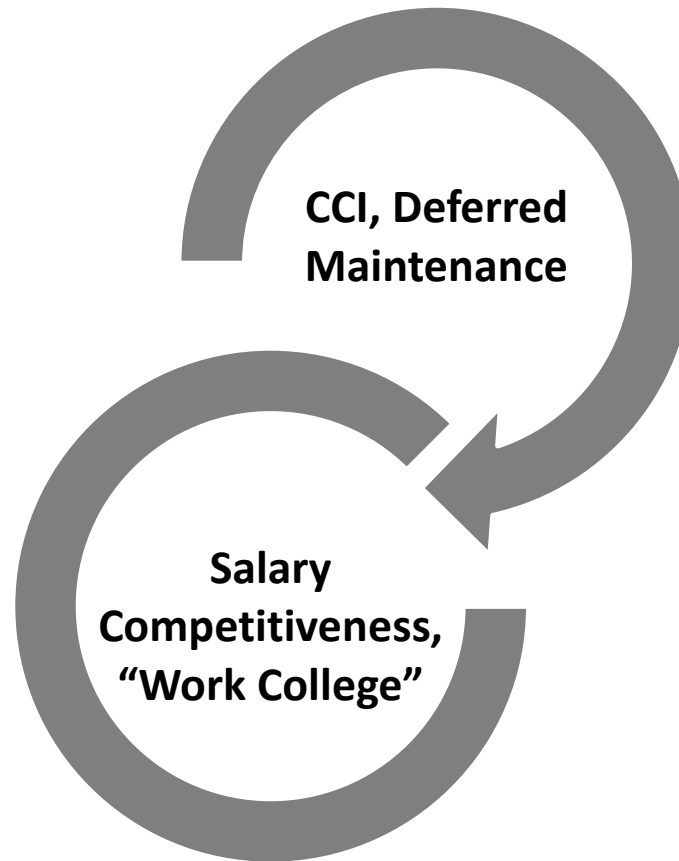
Legislative Requests for FY2016

Maintenance of Current Operations (MCO)




Legislative Requests for FY2016

Line Item Requests



LCSC FY2016 PBF Requests

Capital Projects



Joint Facility (UI-LC-NIC) in
Coeur d'Alene

Alterations & Repair Projects



Upgrade Spalding Hall



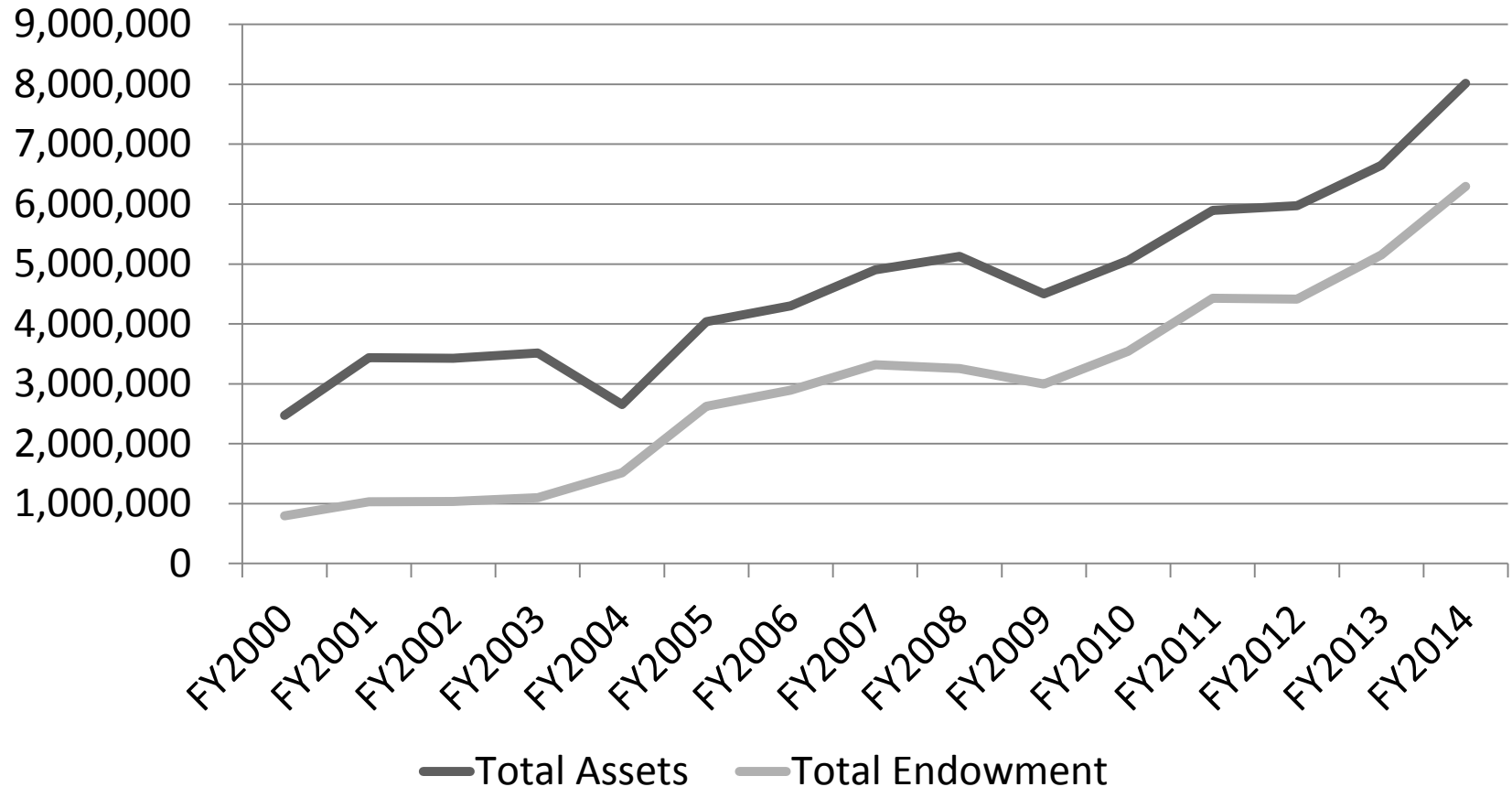
Replace Reid Centennial
Hall Roof

Research, Grants and Contracts

96 open grants providing \$8,533,961 direct support for Complete College Idaho:

- **Access**
 - Clearwater Valley Educational Talent Search
 - Teaching for Excellence in Science & Literacy Achievement
 - Math Initiative Regional Center
 - Career Pioneer Network
- **Student Success/Retention/Completion**
 - TRIO Student Support Services
 - Idaho Education Access Fund
 - Idaho Student Loan Fund
- **Career Ready**
 - USDA Rural Business Enterprise Grant – Lathe Upgrade
 - Dental Hygiene Program

Advancement



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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 last met October 14, for their annual retreat.

BOARD ACTION

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

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014**

SUBJECT

Idaho Division of Vocational Rehabilitation (IDVR)

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 IDVR to provide an annual 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.

Jane Donnellan, Acting Administrator of the Division of Vocational Rehabilitation, will provide an overview of IDVR's progress in carrying out the agency's strategic plan.

ATTACHMENTS

Attachment 1 – Idaho Division of Vocational Rehabilitation Presentation Page 3

BOARD ACTION

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

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IDAHO DIVISION OF VOCATIONAL REHABILITATION

State Board of Education Presentation

October 2014



IDVR PROGRAM STRUCTURE

- Vocational Rehabilitation
- Extended Employment Services
- Council for the Deaf and Hard of Hearing

VOCATIONAL REHABILITATION



Mission Statement

“Preparing individuals with disabilities for employment and community enrichment.”

VR ACCOMPLISHMENTS

- In 2014 there was a 90% increase in customer wages after receiving IDVR services
- Met or exceeded all primary Federal performance measures
- Continued collaboration with the University of Idaho to advance the profession of vocational rehabilitation counseling

IDVR SUPPORTS POST SECONDARY TRAINING

Success in training programs = Success in Employment

Post secondary funds are the second highest VR
expenditures in FFY 2013

LEWISTON SUCCESS STORY



Marsha Wilson

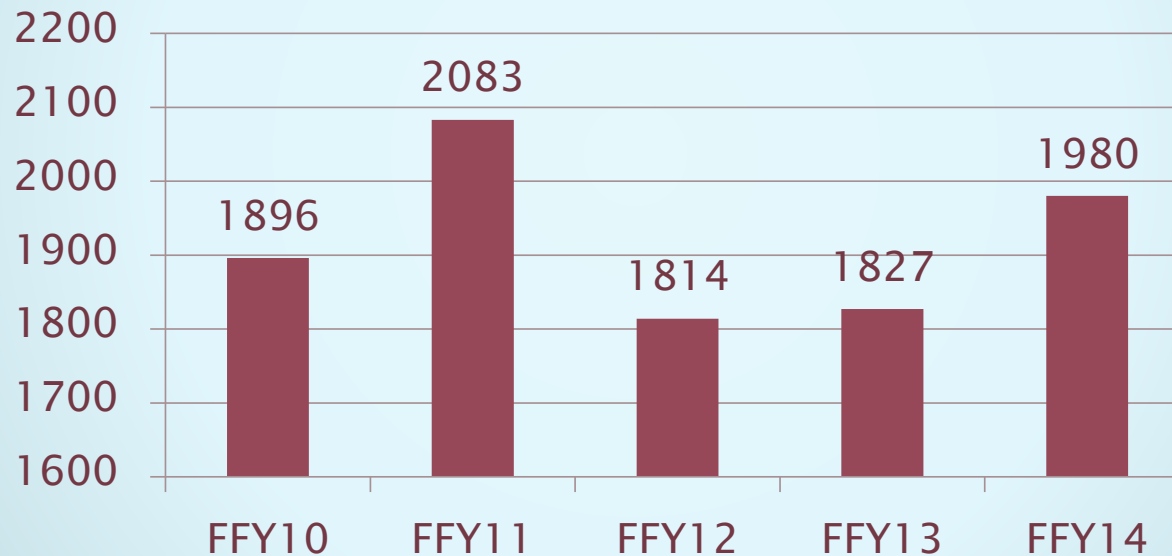


- Bachelor of Social Work
- Starting wage \$16.00 with sick and vacation
- Advancement opportunities

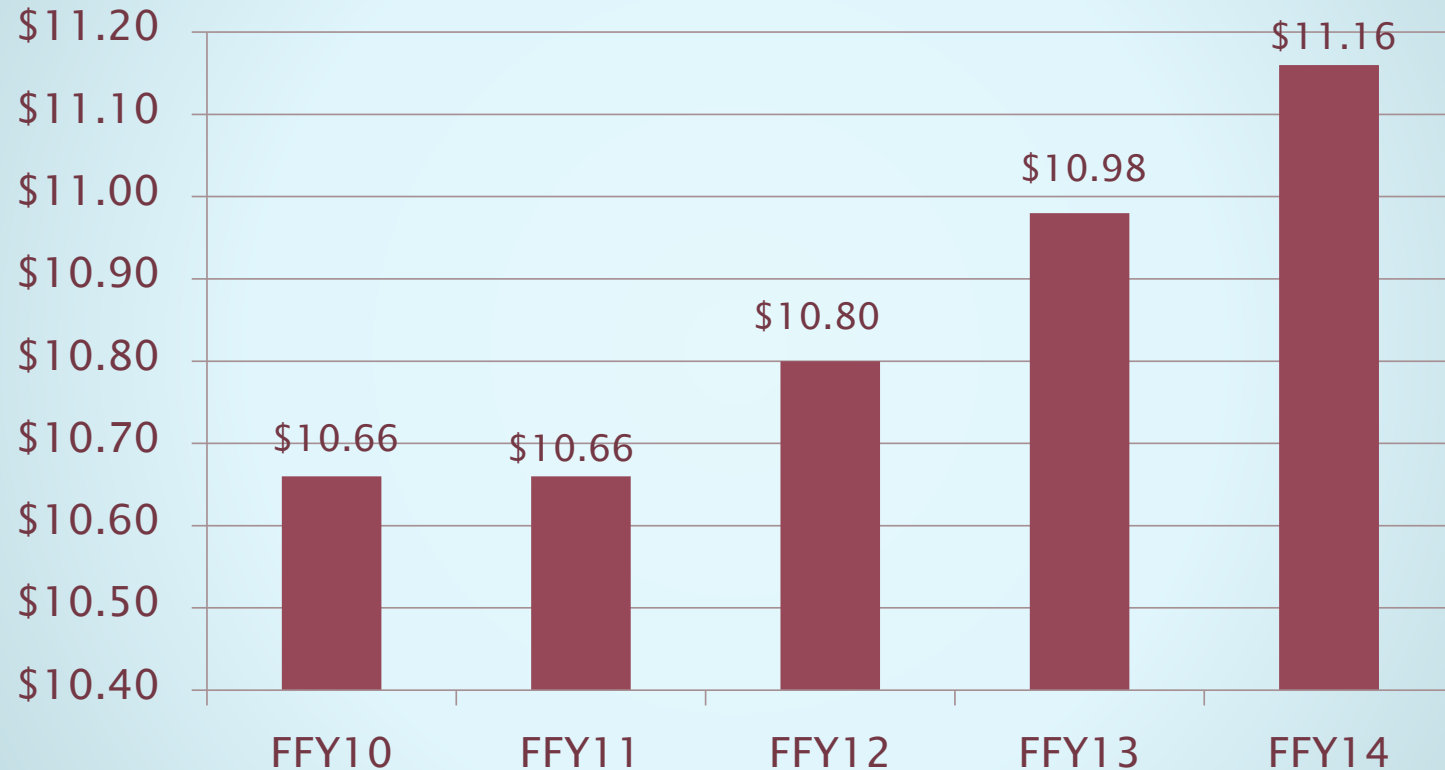


Successful Employment Outcomes

Performance Measure: Increase the number of successful rehabilitation in FFY 2014 to exceed FFY 2013 performance.

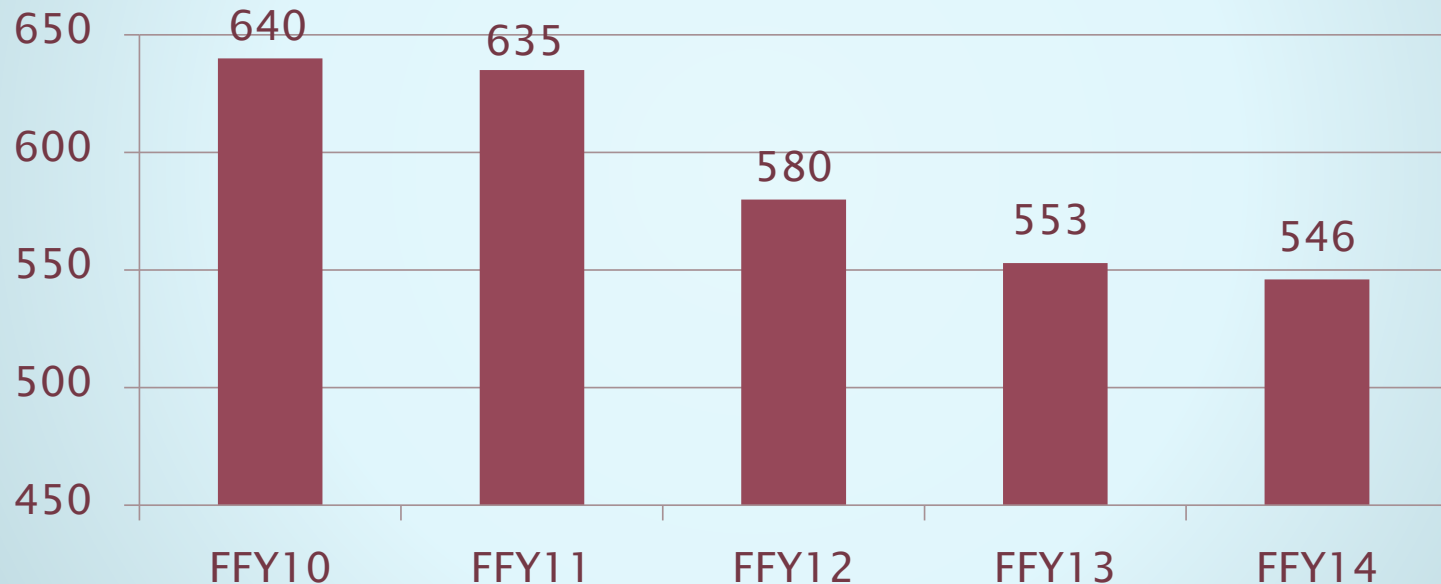


VR Customer Average Hourly Wage



Successful Youth Employment Outcomes

PERFORMANCE MEASURE: The number of transition age youth (ages 14 to < 25 at application) exiting the IDVR program who achieved employment in FFY 2014 will exceed FFY 2013.



COEUR d' ALENE SUCCESS STORY



Kyle Neal

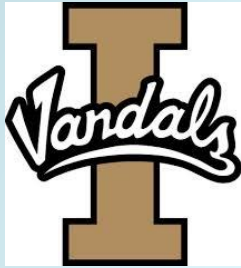


- Bachelor of Arts – Information System/Quality Assurance
- Full-time employment in the field he was trained
- \$18.26 wage and employer sponsored benefits

FFY 2016 Budget Requests

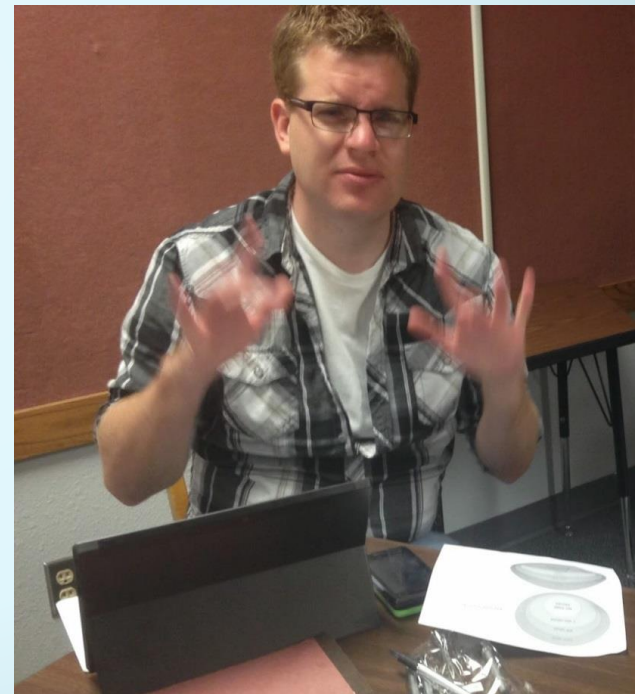
- ▶ \$283,800 in additional spending authority (of which \$57,200 is from the State general fund) for the purpose of increasing our counselor wages
- ▶ \$1,200,000 in the spending authority
- ▶ \$89,600 in general funds for the purpose of supporting one additional Full-time Employee (FTE) for the council for the Deaf and Hard of Hearing (CDHH)

Twin Falls Success Story



Tim Ledington

- Associate in Graphic Arts
- Bachelor of Arts in Elementary Education
- Master in Deaf Education
- Full time Middle and High School Teacher
- \$16.35 an hour with benefits



IDVR

MAXIMIZES RESOURCES



Partnerships

- Current partnerships:
 - School Districts and the State Department of Education
 - Department of Corrections
 - Department of Juvenile Corrections
 - Department of Health and Welfare
- Proactive mechanism to generate alternate funds.
- Each \$1 of partnership funds generates \$3.69 in federal funds.
- \$562,114 in partnership funds leverages \$2,074,201.

Idaho Falls Success Story



Karl Jensen



- Radiation Safety Technical Certificate
- Associate of Applied Science (AAS) degree in the Energy Systems Instrumentation & Control Technology Program
- Oil Pipeline Technician
- Starting wage of \$24.90 an hour
- Employer sponsored benefits



QUESTIONS?

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

SUBJECT

Idaho Division of Vocational Rehabilitation Administrator Appointment

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures IV.E.

BACKGROUND/DISCUSSION

Jane Donnellan served as the Acting Administrator for the Idaho Division of Vocational Rehabilitation from December 2013 to June 2014 when the previous administrator stepped down. On June 2, 2014 the Board appointed her as the Interim Administrator. Ms. Donnellan received her Master of Arts in Rehabilitation Counseling with an emphasis in Vocational Evaluation from the University of Northern Colorado in 1994. She was recruited by the State of Idaho, Division of Vocational Rehabilitation following the completion of her graduate program. She has worked for the Division for the past 20 years. During her tenure with Vocational Rehabilitation, she worked as a vocational counselor for 12 years, a regional manager for 5 years, and for the past three years as the Planning and Evaluation Manager. She resides in Boise with her ten year old son. Jane has been involved in adaptive recreational sport and enjoys traveling.

ATTACHMENT

Attachment 1 – Jane Donnellan Resume

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

There is no prohibition for the interim appointment to apply for the Administrator position. Her performance in the interim position has been exemplary. Feedback from the field has also been very positive.

Staff recommends approval.

BOARD ACTION

I move to appoint Jane Donnellan as the Administrator for the Division of Vocational Rehabilitation and to set her salary at \$47.29/hour (\$98,363 annually), effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014**

Jane Williams Donnellan

EDUCATION:

May 1994. University of Northern Colorado, Greeley, Colorado.
Master of Arts in Rehabilitation Counseling, Emphasis in Vocational Evaluation.

May 1988. Denison University, Granville, Ohio.
Bachelor of Arts in Psychology, Minor in English Literature.

CERTIFICATION:

Certified Rehabilitation Counselor since 1994. CRC # C-12203

WORK EXPERIENCE:

July 1994 to Present. Idaho Division of Vocational Rehabilitation.

Positions Held:

November 2013 to Present. Acting/Interim Administrator.

Employment Duties: Responsible for all operations of the Agency.

November 2011 to Present. Planning and Evaluation Manager.

Employment Duties: Reports to the Administrator of agency. Responsible for the coordination, collaboration, communication and writing of the Division's Strategic and State plans and other state and federal reports; Evaluation of Administrative reviews, and other regulatory compliance issues; Development and coordination of programs and customer satisfaction; Grant and Cooperative agreement writing and management; development of strategies that enable the Division to effectively deliver services to its' customers. Communication, collaboration and coordination with external and internal customers. Oversees, evaluates, and implements the development and effectiveness of tools that will enhance the overall effectiveness.

December 2006 to October 2011. Regional Manager.

Employment Duties: Direct supervision of thirteen staff, eight Vocational Rehabilitation Counselors and five Vocational Assistants. Directly responsible for the daily operations of the region to include: Budget maintenance; training; review of casework and quality assurance; dissemination of information regarding agency, state and federal policy, regulations and compliance standards; completion of performance appraisals; hiring and terminating of staff. Additional duties include, communication with internal and external partners in both oral and written form and participation and representation to various committees and councils as assigned by the Administrator and Governor.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

July 1994 to December 2006. Vocational Rehabilitation Counselor.

Employment Duties: Assisted individuals with disabilities to return to work. Specialized in a caseload serving individuals with chronic mental illness for eight years and a general caseload serving all disabilities for four years. Determined individuals eligible for Vocational Rehabilitation services through the comprehensive assessment of relevant medical information relating to the individuals' disability as well as previous work history. Provided substantial vocational guidance and counseling to determine appropriate vocational goals. Coordinated and implemented a wide range of rehabilitation and case management services including: Vocational assessments, vocational planning and development of individual plans for employment, review of psychometric tests relevant to interest, aptitude, abilities, functional capacities and transferable skills of the individual. Coordination of community services to support vocational plans to include: the medical community, therapist, case managers, community rehabilitation services and direct employer contact. Responsible for ongoing documentation of caseload as well as the authorization and payment of services. Served as Assistant Regional Manager from 1999 to 2001; and 2005 to April 2006.

ACCOMPLISHMENTS:

- Agency Representative- Consortium of Idahoans with Disabilities. Fall 2007 to Fall 2011.
- Agency Representative - Idaho Council on Developmental Disabilities. Governor Appointed. Spring 2007 to present.
- Ex-Officio Representative for the Idaho Division of Vocational Rehabilitation - State Rehabilitation Council. Governor Appointed. June 2005 to December 2006.
- Ex-Officio Representative for the Idaho Division of Vocational Rehabilitation - State Mental Health Council. Governor Appointed. 2000 to 2004.
- Ex-Officio Representative for the Idaho Division of Vocational Rehabilitation – State Independent Living Council. Governor Appointed. November 1999.
- Board Member, City of Boise, Department of Park and Recreation. 1995 to 2000.
- Committee Advisor for the City of Boise, Department of Park and Recreation, Adventure Program specializing in recreation programs for individuals with disabilities.
- Counselor of the Year for Individuals with Chronic Mental Illness. 1996 and 1997.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

SUBJECT

Idaho Indian Education Committee Update

REFERENCE

February 2014 The Board received an update on committee progress and activities.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, I.P. Idaho Indian Education Committee

BACKGROUND/DISCUSSION

Last year, the State Board of Education formally established the Idaho Indian Education Committee through Board Policy I.P; it serves as an advisory committee to the State Board of Education and the State Superintendent of Public Instruction on educational issues and how they affect Idaho's Native American student population, and also serves as a link between Idaho's Native American.

The committee recently partnered with the University of Idaho, McClure Center for Public Policy Research & Office of Community Partnerships to develop an Idaho At-A-Glance pamphlet specific to Native American education, similar to what was produced in collaboration with the University of Idaho and the Idaho Commission on Hispanic Affairs. The brochure "focuses on Native American students' enrollment, academic achievement, postsecondary education, and educational attainment". The brochure also highlights some of the many education efforts of Idaho's tribes.

At their March and September meetings, the committee held considerable discussion regarding the brochure findings, cultural sensitivity and cultural awareness issues in the public school system and the impacts to Native American students. Committee representatives will provide a presentation of the four school districts with the highest American Indian student population highlighting the gaps of academic achievement for Native American students compared to their educational peers, including go-on rates, identified barriers, and how the committee and the Board can collaboratively work together to address these issues.

The Committee will also briefly report on the Indian Education Summit held this summer. The summit was held June 10-11, 2014 at Lewis-Clark State College in Lewiston, Idaho. The Committee secured RunningHorse Livingston as a keynote speaker. Mr. Livingston is a nationally recognized teacher trainer and coach who assists public, tribal, and charter schools in the implementation of culturally responsive pedagogy. The summit was a success due to the collaborative efforts of the tribes, postsecondary institutions and the State Department of Education's Office of Indian Education. The Committee plans to continue this effort on an

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

ongoing basis. The planning committee has already started working on coordinating the next summit which will be held in Boise on June 10-11, 2015. The keynote speaker will be Dr. Margaret Kovach from the University of Saskatchewan. She is the author of "Indigenous Methodologies: Characteristics, Conversations, and Contexts."

IMPACT

This presentation will help to provide the Board with background information on issues that uniquely effect Native American students in Idaho and provide a context for future recommendations from the committee.

ATTACHMENTS

Attachment 1- Indian Education in Idaho

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

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

BOARD ACTION

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

Indian Education in Idaho



The mission of the Idaho Indian Education Committee is to create the conditions for and support of the efforts in raising the bar and eliminating the gap of academic achievement for Idaho's American Indian students K-20.

Idaho Indian Education Committee Members

Chair

Mr. Bob Sobotta

Vice Chair

Dr. Chris Meyer

Tribal Chair/Designee (5) & K-12 Representatives (5)

Coeur d'Alene Tribe	Dr. Chris Meyer/Kathy Albin
Kootenai Tribe	Jennifer Porter
Nez Perce Tribe	Joyce McFarland/Bill Picard
Shoshone-Bannock Tribe	Mitzi Sabori/Claudia Washakie
Shoshone-Paiute Tribe	Pete Putra/Shana Thomas

BIE School Representatives (2)

Shoshone-Bannock Jr/Sr High School	Eric Lords, Supt.
Coeur d'Alene Tribal School	Eric Kendra, Supt.

Four-Year College/University Representatives (4)

Boise State University	Jim Anderson
Idaho State University	Selena Grace
Lewis & Clark State College	Bob Sobotta, Jr.
University of Idaho	Dr. Yolanda Bisbee

Two-Year College Representatives (4)

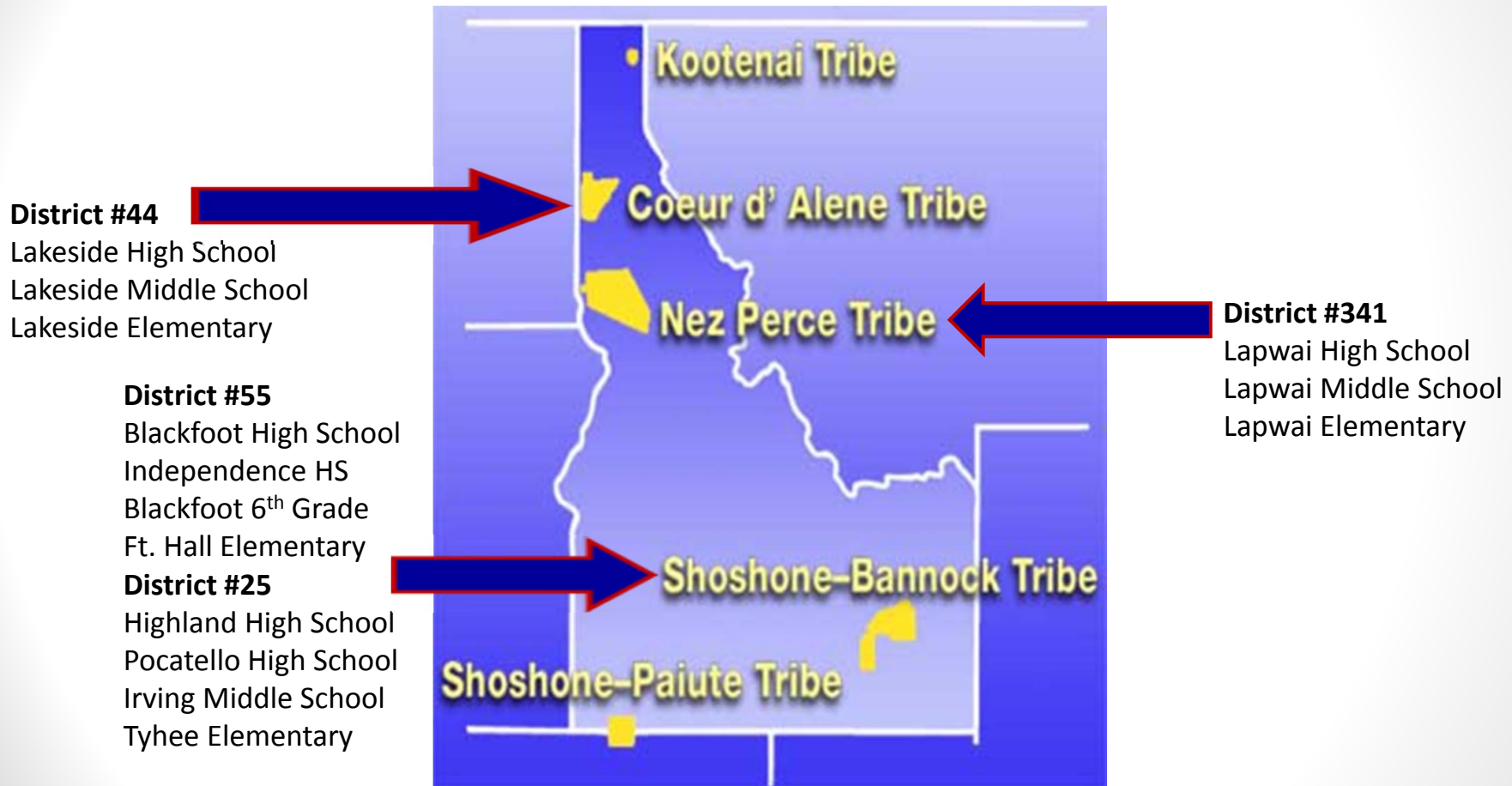
College of Southern Idaho	Dani Hansing
College of Western Idaho	Lori Manzanares
Eastern ID Tech. College	Jared Gardner
North Idaho College	Evanlene Melting-Tallow

State Board of Education – Dr. Bill Goesling

Office of the State Board of Education – Dr. Chris Mathias

Committee Support

Johanna Jones, SDE and Patty Sanchez, OSBE



ISAT Reading Scores 2012-13

Spring 2013

Grades 3 & 10

3rd GRADE

- $\approx 26\%$ of American Indian students (78/300) are not meeting proficiency status compared to $\approx 11\%$ of all students tested (2,411/21,918).
- $\approx 74\%$ of American Indian students (222/300) are meeting proficiency status compared to $\approx 89\%$ of all students tested (19,507/21,918).

10th GRADE

- $\approx 24\%$ of American Indian students (62/259) are not meeting proficiency status compared to $\approx 11\%$ of all students tested (2,171/19,739).
- $\approx 76\%$ of American Indian students (197/259) are meeting proficiency status compared to $\approx 89\%$ of all students tested (17,568/19,739).

SDE Assessment & Accountability

ISAT Math Scores 2012-13

Spring 2013

Grades 3 & 10

3rd GRADE

- $\approx 27\%$ of American Indian students (82/302) are not meeting proficiency status compared to $\approx 10\%$ of all students tested (2,195/21,948).
- $\approx 73\%$ of American Indian students (220/302) are meeting proficiency status compared to $\approx 90\%$ of all students tested (19,753/21,948).

10th GRADE

- $\approx 45\%$ of American Indian students (116/258) are not meeting proficiency status compared to $\approx 24\%$ of all students tested (4,731/19,711).
- $\approx 55\%$ of American Indian students (142/258) are meeting proficiency status compared to $\approx 76\%$ of all students tested (14,980/19,711).

SDE Assessment & Accountability

Idaho Composite SAT College Readiness Scores 2012-13

All students grades 10, 11, and 12 had a composite score of **23.89%**.

American Indian students had a composite score of **2.76%**.

I.S.E.E. Data 2013

Star Ratings of public schools located near or on Idaho reservations

Blackfoot School District 55

- Blackfoot High School 3
- Independence Alt. HS 1
- Blackfoot Sixth Grade 1
- Ft. Hall Elementary 1

Plummer-Worley School District 44

- Lakeside High School 4
- Lakeside Middle School 4
- Lakeside Elementary 2

Lapwai School District 341

- Lapwai High School 1
- Lapwai Elementary 2

Pocatello School District 25

- Highland High School 4
- Pocatello High School 4
- Irving Middle School 3
- Tyhee Elementary 5

Red denotes Priority (1) or Focus (2) School for Improvement by Star Rating System.

American Indian Go-On Rates

2010-2011

All Students-----48% (580 enrolled/1207 graduates)

American Indian Students----31% (35 enrolled/114 graduated)

2011-2012

All Students----49% (568 enrolled/1150 graduates)

American Indian Students----29% (32 enrolled/111 graduated)

2011-2012

All Students----47% (526 enrolled/1113 graduates)

American Indian Students----48% (55 enrolled/115 graduated)

*Enrolled is defined as total enrolled in a post-secondary institution during the first 16 months
after high school graduation.*

OSBE Data

Why such a disparity in the
achievement gaps of our
American Indian students
compared to all students?

Need for culturally responsive practices and pedagogies in Indian education

- Teachers need to understand and be able to embed multiple perspectives within their teaching and utilize their cultural *se/ves* as foundations for inclusion of other cultural perspectives (Cochran-Smith & Lyte, 1992).
- Educators develop a deeper sense of cultural proficiency as they reflect, critique, dialogue, and take action (Darder 1991).

Culturally responsive education is...

- **Validating** by acknowledges the legitimacy of the cultural heritages as worthy content to be taught in the formal curriculum;
- **Comprehensive** as it teaches to the whole child;
- **Multidimensional** through the use of multiple sources of content, instruction, assessment, etc...;
- **Empowering** by allowing students to be actively engaged in their journey for academic competence;
- **Transformative** in providing for positive growth in social interactions among students from differing cultures; and
- **Emancipatory** through offering multiple ways of understanding and knowing content.

-Gay (2000)

Cultural Responsiveness requires the examination of relativity to culture and learning

- The prior experiences, backgrounds and cultural norms of our students;
- Ways to understand and use students' experiences as important and highly valuable resources;
- How students from diverse backgrounds learn best; and
- How our own experiences, backgrounds and cultural norms (in and out of the classroom) influence or impact our work with youth.

Next Steps...

- Introduce tribal student demographics and tribal initiatives to increase student success.
- Address recruitment, retention, and graduation efforts at the postsecondary level.
- Develop a strategic plan that will address closing the achievement gap and increasing educational options for American Indian students K-20 through opportunity, access, and cultural responsiveness.
- Develop recommendations for Board consideration on:
 - Cultural responsiveness in standard teacher certification;
 - Closing the achievement gap of American Indian students; and
 - Cultural pedagogy.

“When students of color are taught with culturally responsive techniques...their academic performance improves significantly”
(National Collaborative on Diversity in the Teaching Force, 2004).



How can we work together
collaboratively to close the
achievement gaps of our
American Indian students?

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POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

SUBJECT

Board Bylaws – First Reading

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures – Bylaws

BACKGROUND/DISCUSSION

The Athletic Committee has been an ad hoc subcommittee of the Business Affairs and Human Resources (BAHR) Committee for a number of years. Absent any specific charge, the work of the committee largely depended upon the chair of the committee in any given year. This has created uncertainties among Board staff and institutions and a lack of continuity in the Committee process.

Intercollegiate athletics is a multi-million dollar business enterprise for most institutions, complicated by any number of issues including NCAA regulations, conference realignments, heightened awareness of sexual violence in intercollegiate athletics, and the arms race of coaches' salaries.

The Association of Governing Boards (AGB) has issued several reports calling for enhanced board oversight of college athletics. Most recently, *Trust, Accountability, and Integrity: Board Responsibilities for Intercollegiate Athletics* (AGB 2012) "focuses on three recommendations for appropriate board engagement:

- The governing board is ultimately accountable for athletics policy and oversight and must fulfill this fiduciary responsibility.
- The board must act decisively to uphold the integrity of the athletics program and its alignment with the academic mission of the institution.
- The board must educate itself about its policy role and oversight of intercollegiate athletics."

As such, the proposed amendment to Board Policy - Bylaws would codify the Athletics Committee as a standing subcommittee of BAHR. The Committee's responsibilities are clearly delineated, and include but are not limited to:

- i. athletics director and coach contracts;
- ii. Athletics Department operating budgets;
- iii. Athletics Department reports on revenue, expenditures and student-athlete participation;
- iv. Athletics Department employee compensation reports;
- v. institutional National Collegiate Athletics Association (NCAA) Academic Progress Rate (APR) reports;
- vi. institutional Title IX gender equity reports;
- vii. athletics division or conference changes; and
- viii. institutional athletics sponsorship and media rights agreements.

POLICY, PLANNING AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

IMPACT

Codifying the Athletic Committee with specific scope and responsibilities will bring clarity to the review and approval process of athletics agenda items for Board members, staff and institutions.

ATTACHMENTS

Attachment 1 – Board Policy – Bylaws, subsection F.5.
Athletic Committee – First Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The Athletic Committee, as currently constituted, lacks a defined purpose and role. The absence of clear expectations and continuity from year-to-year makes it very difficult for staff to help manage the committee process and perform appropriate due diligence. Staff recommends approval.

BOARD ACTION

I move to approve the first reading of Board policy – Bylaws, adding a new subsection codifying the Boards athletic committee as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: BYLAWS (Operational Procedures)

August December 2014

F. Committees of the Board

5. Athletics Committee

a. Purpose

The Athletics Committee is a standing advisory committee of the Board that reports through the Business Affairs and Human Resources Committee. It is responsible for developing and presenting recommendations to the Board on matters of policy and procedures concerning intercollegiate athletics.

b. Composition

The Athletics 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 Athletics Committee may appoint a working unit or units, as necessary, to advise the committee. One such working unit shall be composed of the institutions' Athletics Directors.

c. Responsibilities and Procedures

The Athletics Committee is responsible for making recommendations to the Board in areas including but not limited to:

- i. athletics director and coach contracts;
- ii. Athletics Department operating budgets;
- iii. Athletics Department reports on revenue, expenditures and student-athlete participation;
- iv. Athletics Department employee compensation reports;
- v. institutional National Collegiate Athletics Association (NCAA) Academic Progress Rate (APR) reports;
- vi. institutional Title IX gender equity reports;
- vii. athletics division or conference changes; and
- viii. institutional athletics sponsorship and media rights agreements;

The Athletics 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 Athletics Committee work for the Business Affairs and Human Resources Committee agenda that is under consideration at each meeting of the Board.

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**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014**

DIVISION OF PROFESSIONAL-TECHNICAL EDUCATION

SUBJECT

Board Policy IV.E. Professional-Technical Education – Second Reading

REFERENCE

August 2014

Board approved proposed rules Docket 55-0104-1401, program standards, and first reading of Board Policy IV.E.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.E.2. Section 33-1629, Idaho Code

BACKGROUND/DISCUSSION

The Idaho Legislature enacted Section 33-1629, Idaho code, Agricultural and Natural Resource Education Programs during the 2014 session. The purpose of this section is to establish (1) Idaho Quality Program Standards Incentive Grants, and (2) Agricultural Education Program Start-Up Grants. In addition to the grant Section 33-1629, Idaho Code also requires the Board to establish Agricultural Education Quality Program Standards.

In conjunction with the administrative rulemaking process required to establish the incentive and start-up grants the Division of Professional-Technical Education (PTE) worked with various stakeholder groups to create the applicable standards. PTE presented these standards to the Board at the August Board meeting for approval along with the first reading of Board Policy IV.E. Professional-Technical Education, incorporating the approved standards into Board policy by reference.

IMPACT

Implementation of the Idaho Quality Programs Standards Incentive Grants and Agricultural Education Program Start-Up Grants

ATTACHMENTS

Attachment 1 – Board Policy IV.E. – Division of Professional-Technical Education -2 nd Reading	Page 3
Attachment 2 – Agricultural Education Quality Program Standards	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

The Board office received no comments concerning the proposed change to Board policy, there have been no amendments between the first and second reading. The proposed rule will come back to the Board for consideration at the conclusion of the 21 day public comment period.

Staff recommends approval.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

BOARD ACTION

I move to approve the second reading of amendments to Board Policy IV.E. Division of Professional-Technical Education, incorporating the Idaho Agricultural Education Quality Program Standards approved, August 2014, by reference as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: IV. ORGANIZATION SPECIFIC POLICIES AND PROCEDURES

Subsection: E. Division of Professional-Technical Education [April 2002 October 2014](#)

1. Purpose.

The Division of Professional-Technical Education provides leadership and coordination for programs in professional-technical education in various parts of the state. The general purposes are to carry out the governing policies of the Board and the applicable provisions of state and federal legislation.

2. Delegation of Authority

The Board delegates to the state administrator of professional-technical education, the chief executive officer of the statewide system, the responsibility to supervise and manage professional-technical education in Idaho. The division administrator shall report to the Board through the Executive Director. The Board has the power to name a president of Eastern Idaho Technical College who may perform such duties as delegated by the Board. For purposes of accreditation the EITC President shall be the CEO of the institution. The state administrator is responsible for the preparation and submission, through the Executive Director, of an agenda for matters related to professional-technical education for Board review and action.

3. Functions

The Professional-Technical Education Division provides statewide leadership, administration, supervision, planning, and coordination for professional-technical education activities in Idaho. The major functions include:

- a. Statewide Administration: maintaining a qualified professional staff to provide statewide leadership and coordination for professional-technical education and the programs offered in accordance with applicable state and federal legislation.
- b. Eastern Idaho Technical College: assist in the delivery of professional-technical programs and courses consistent with the role and mission of the college, assist the EITC President with the programmatic affairs of the college, supervise the budgetary affairs of the college as part of the professional-technical education budget, and in cooperation with the EITC president, to recommend appointment of advisory committee representatives to the State Board.
- c. Supervisory and Consultative Services: providing technical assistance to local education agencies to assist in the maintenance and implementation of professional-technical education programs including support and leadership for student organizations and education equity.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

- d. Planning: assisting local agencies in the development of annual plans and data collection and analyzing services for the establishment of a Five-Year Plan, annual plans, and accountability reports from the local educational agencies.
 - e. Evaluation: conducting and coordinating professional-technical education evaluations in accordance with state and federal guidelines to monitor program activities to determine the status of program quality in relation to established standards and access.
 - f. Budget Preparation: preparing annual budgets and the maintenance of a statewide finance and accountability system.
 - g. Program and Professional Improvement: through its professional staff, initiating and coordinating research, curriculum development, and staff development statewide.
 - h. Management Information: collecting, analyzing, evaluating and disseminating data and program information which provides a comprehensive source of accurate, current, and easily accessible information for statewide decision making.
 - i. Coordination: providing liaison with related state agencies and organizations, the State Advisory Council, business and industry, and community-based organizations.
4. Organization.

The programs and services of the state division are organized into two (2) broad segments: (a) Regular Occupational Programs and (b) Special Programs and Support Services.

- a. Regular Occupational Programs are programs designed to prepare students at the secondary and postsecondary levels with the skills, knowledge, attitudes, and habits necessary for entry-level employment in recognized occupations in Idaho, the Northwest, and nationally. These programs also provide the supplemental training to upgrade the skills of those citizens of Idaho who are currently employed. Regular programs include: (1) Agriculture; (2) Marketing and Multi-Occupations; (3) Health Occupations; (4) Industrial Arts; (5) Home Economics; (6) Business and Office; and (7) Trade and Technical. A program specialist is employed in each program area to provide leadership and technical assistance to local education agencies.
- b. Special Programs and Support Services are special programs designed to serve students in Consumer Home Economics, Special Needs, and other program activities not considered occupational in nature. These Special Programs include: (1) Consumer and Homemaking Education; (2) Pre-professional-technical

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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Education; and (3) Special Needs - Disadvantaged and Handicapped. In addition, support services are provided in the areas of Education Equity; Program Improvement (to include Curriculum Development, Research, and Personnel Development); professional-technical Guidance; and Work Study.

Additionally, through state and federal legislation, or by contract for administration, professional-technical education supervises and manages the following programs: (1) Job Training and Partnership Act (JTPA); (2) State Occupational Information Coordinating Committee (SOICC); (3) the Displaced Homemaker Program; and (4) Fire Service Training; and, from time to time, other professional-technical training programs as appropriate.

5. Program Delivery

Professional-Technical Education Programs are made available at three (3) levels in Idaho -- secondary, postsecondary, and adult.

- a. Secondary Programs: All participating high school districts and several joint district professional-technical education programs.
- b. Postsecondary Programs: Through the state system of six (6) area professional-technical schools. The area schools are:
 - i. College of Western Idaho (Nampa)
 - ii. College of Southern Idaho Professional-Technical School (Twin Falls)
 - iii. Eastern Idaho Technical College (Idaho Falls)
 - iv. Idaho State University Professional-Technical School (Pocatello)
 - v. Lewis-Clark State College School of Technology (Lewiston)
 - vi. North Idaho College Professional-Technical School (Coeur d'Alene)
- c. Adult Programs: Primarily through the six (6) area professional-technical schools to provide upgrading and retraining programs for persons in the work force. Some classes are offered by Idaho public high schools. These offerings range from brief seminar classes to intensive courses which normally are less than 500 hours of annual instruction.
- d. [The Idaho Agricultural Education Quality Program Standards shall be used to evaluate the quality of Agricultural and Natural Resource education programs. The Idaho Agricultural Education Quality Program Standards as approved August 14, 2014 are adopted and incorporated by reference into this policy. The](#)

[standards may be found the Division of Professional-Technical Website at
http://pte.idaho.gov.](http://pte.idaho.gov)

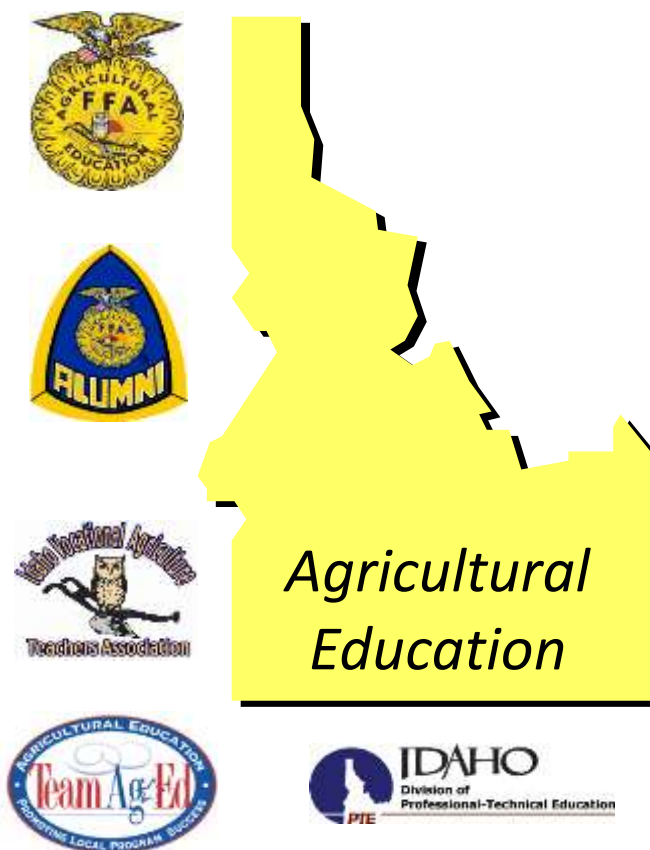
6. Internal Policies and Procedures

The chief executive officer may establish additional policies and procedures for the internal management of the Division of Professional-Technical Education which complement, but do not supplant, the Governing Policies and Procedures of the Board. Such internal policies and procedures are subject to Board review and action.

Idaho

Agricultural Education

Quality Program Standards



This document was prepared and reviewed by representatives of:

Idaho Team Ag Ed
Idaho Division of Professional-Technical Education
Idaho Vocational Agriculture Teachers Association
Department of Agricultural Education & 4-H Youth Development, University of
Idaho

INTRODUCTION

The Idaho Agricultural Education Quality Program Standards are a result of a need to provide a consistent delivery of high quality agricultural education programs across the state of Idaho focused on relevant instruction, rigorous clear goals, continuous program improvement and the development of essential skills for student success. Input from local and state leaders was sought and obtained regarding the qualities of highly successful agricultural education programs.

The Idaho Agricultural Education Quality Program Standards are designed to be used by the local instructor(s), administration, community partners and/or stakeholders, advisory council, FFA Alumni and/or an external assessment team to conduct an evaluation of the local agricultural education program and develop clear goals and objectives for program improvement. The local self-assessment or evaluation will serve as the basis for further review by the State Division of Professional-Technical Education in determining how well an agricultural education program meets the Idaho Agricultural Education Quality Program Standards.

During the 2014 sixty-second Legislative regular session, Senate Bill 1275 was passed to amend Chapter 26, Title 33 of the Idaho Code to establish provisions relating to the Idaho Quality Standards Incentive Grants and direct the State Board of Professional-Technical Education to adopt and implement the Idaho Agriculture Education Quality Program Standards.

The Idaho Agriculture Education Quality Program Standards comprise seven main areas dealing with the school based agricultural education program and the agricultural education instructor. Standards 1 – 6, address the agricultural education program and standard 7 addresses the agricultural education instructor. Each standard and standard statement is followed by a series of quality indicators which further define or assess the standard or standard statement.

Local Program Success materials found in the National FFA Local Program Resource Guide may provide additional tools, resources and information to help agricultural education programs meet the standards and standard statements in this document.

Standard 1: Program Planning, Design & Curriculum

Standard Statement:

A standards-based curriculum in Agriculture, Food & Natural Resources Systems is delivered through an integrated model that incorporates classroom and laboratory instruction, experiential learning and student leadership & personal development.

Quality Indicators:

1. The agricultural education curriculum includes: 1.) approved Ag/NR courses; 2.) course names & descriptions; 3.) course objectives/ competencies; 4.) course sequences, 5.) course prerequisites, 6.) staffing assignments for all courses.
2. The Program of Study (POS) offered by the program is cross-walked/aligned to the Idaho Department of Education (SDE) academic content standards and references the Idaho Core Standards.
3. Experiential learning (SAE) is integrated throughout the instructional program.
4. Student leadership & personal development (FFA) is integrated throughout the instructional program.
5. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on program planning, design and curriculum.
6. The agricultural education program provides students with “value added” components to enhance their ability to be either college or career ready.

Standard 2: Instruction & Assessment

Standard Statement:

Programs promote academic achievement and skill development of all students through year-round instruction using multiple methods to assess student learning that illustrates academic achievement and skill development.

Quality Indicators:

1. Instructional activities throughout the year are balanced between classroom & laboratory instruction, experiential learning (SAE), and leadership & personal development (FFA).
2. Course instructional outlines are documented and based upon an approved Program of Study (POS).
3. Instruction reinforces written objectives and appropriate assessments aligned to relevant and rigorous academic content and Idaho Core standards. The instructor uses multiple instructional strategies for varied student learning styles and incorporates real-life experiences to facilitate learning.
4. The instructional program uses a variety of current instructional materials, equipment, techniques, technology and community-based resources.

Standard 3: Facilities & Equipment

Standard Statement:

The facilities and equipment support implementation of the agricultural education program and curriculum by providing all students opportunities for the development and application of knowledge and skills. (Facilities are defined as classroom, agricultural education science laboratory, computer laboratory, wood and metal shop, greenhouse, head house, land laboratory, livestock facilities, storage areas and office).

Quality Indicators:

1. Facility size, layout, storage and labs provide for effective delivery of the courses offered and student enrollment.
2. Facility is clean, organized, and maintained to provide an environment conducive to learning.
3. Facility meets existing local, state, and/or federal health standards including air, temperature, water, acoustics, ventilation, light and particulate control.
4. Idaho Building Safety Inspection (IBSI) has been conducted on the facility, equipment and tools with all defective items removed, repaired, or replaced.
5. Current equipment is available and maintained and adequate consumable supplies are provided annually to deliver instruction.
6. Current technology is available, maintained, and updated to offer high quality instruction and support experiential learning and student leadership development.

Standard 4: Experiential Learning

Standard Statement:

Education is enhanced through active participation by all students in a year-round experiential learning program that is planned, developed and managed by the student with instruction and support by the agriculture instructor.

Quality Indicators:

1. All students have experiential learning programs based on career pathways/clusters/ interests and agricultural education curriculum standards.
2. Continuous instruction and supervision of student experiential learning programs are provided by the agriculture instructor throughout the calendar year.
3. Students have comprehensive experiential learning programs that show evidence of continuous improvement.
4. The agricultural education program consults with an advisory board, recognized by the local board of education, with current constitution and bylaws on experiential learning.

Standard 5: Leadership Development

Standard Statement:

All students participate in year-round intra-curricular agricultural education student organization programs and activities.

Quality Indicators:

1. The FFA chapter annually plans and implements a Program of Activities (POA) and reviews and approves Chapter constitution and/or bylaws.
2. The agricultural education program students participate in FFA programs and activities and have a progressive plan for leadership and personal development.
3. The FFA chapter conducts and/or participates in local activities and events.
4. The FFA chapter participates in district, state and national activities.
5. Students who are FFA members show evidence of continuous improvement by achieving advanced degrees based on the SAE program and FFA participation.
6. The agricultural education program consults with an agricultural education advisory board, recognized by the local board of education, with current constitution and bylaws on leadership development.

Standard 6: Partnerships & Marketing

Standard Statement:

Key stakeholders are continually engaged, consulted and invested in the agricultural education program.

Quality Indicators:

1. School and community partners (School Board, Administration, agriculture advisory board, Alumni, parents, media, decision makers, agricultural industry leaders and community) are familiar with the agricultural education model (classroom, SAE and FFA), are involved in shaping and strengthening the program and promoting program accomplishments and success.
2. Agricultural education program stakeholders and supporters are recognized for their support of the agricultural education program.
3. Community volunteers (FFA Alumni or others) are organized and involved in supporting the agricultural education program.
4. The agricultural education program provides relevant data/information to key stakeholders and other entities.
5. A recruitment and retention plan is annually developed and implemented for prospective and current students.
6. Follow-up data is collected and maintained on all agriculture program graduates.

**Standard 7: Certified Agricultural Education Instructor and
Professional Growth**

Standard Statement:

Competent and certified agricultural education instructor provides the core of the program.

Quality Indicators:

1. The agricultural education instructor has current Idaho certification to teach agriculture and has advanced training to enhance instruction in the agricultural education program.
2. The agricultural education instructor provides student instruction and supervision throughout the year in classroom & laboratory, experiential learning (SAE) and leadership & personal development (FFA).
3. The agricultural education instructor demonstrates effectiveness in quality teaching that promotes student growth.
4. The agricultural education instructor practices classroom management that maximizes time-on-task and minimizes disruptive behaviors.
5. The agricultural education instructor demonstrates effectiveness involving experiential learning (SAE) activities that promotes student growth.
6. The agricultural education instructor demonstrates effectiveness involving leadership and personal development (FFA) activities that promotes student growth.
7. The agricultural education instructor demonstrates professional growth through activities to promote knowledge of content, instructional strategies, industry practices, and instructor leadership roles.
8. The agricultural education instructor is an active member in local, state and national professional education associations.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

SUBJECT

IDAPA 08.02.03.133 Reward - Waiver

REFERENCE

October 2012 Board presented with Distinguished Schools and
Additional Yearly Growth Awards for 2012

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative code, IDAPA 08.02.03 – Section 113, Reward

BACKGROUND/DISCUSSION

Since 2007, the Board has recognized Idaho K-12 schools who meet very rigorous performance requirements.

The Distinguished Schools Award is given to the highest performing public schools within the state. For a school to receive this award they must met the following criteria in accordance with IDAPA 08.02.03, Subsection 113:

- a. Achieved a Five-Star Rating for at least two out of the last three years;
- b. Received no less than a Four-Star Rating in the last three years;
- c. Meet the Annual Measurable Objectives (AMOs) in all subjects for overall students and all subgroups as outlined in subsection 112.04.d.;
- d. Be among the top five percent of schools in all students proficiency; and
- e. Be among the top ten percent of schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups

With the transitions between the previous version of the state achievement test and the new versions of the state achievement tests there are no student proficiency or growth scores that can be used to calculate this year's distinguished schools as required by the rule.

IMPACT

Board approval will waive the requirement that the State Board of Education rate schools based on the criteria outlined in the administrative rule and that those schools be recognized at the annual October Board Meeting.

ATTACHMENTS

Attachment 1 – IDAPA 08.02.03.113

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

While Distinguished School Awards are unable to be calculated based on the formula specified in Administrative Rule this year, Board and Department staff will determine an appropriate measure and bring forward a list of Distinguished Schools for Board recognition at a later date.

PLANNING, POLICY AND GOVERNMENTAL AFFIARS
OCTOBER 16, 2014

BOARD ACTION

I move to waive IDAPA 08.02.03, subsection 113 Rewards for the current year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAPA 08.02.03

113. REWARDS.

01. Distinguished Schools. Distinguished School Awards are designed to recognize the highest performing schools. A school shall be recognized as a "Distinguished School" based on the following criteria:

- a.** Achieved a Five-Star Rating for at least two (2) out of the last three (3) years;
- b.** Received no less than a Four-Star Rating in the last three years;
- c.** Meet the Annual Measurable Objectives (AMOs) in all subjects for overall students and all subgroups as outlined in Subsection 112.04.d.
- d.** Be among the top five percent (5%) of schools in all students proficiency; and
- e.** Be among the top ten percent (10%) of schools in the proficiency gaps between the highest and lowest achieving subgroups and between the at-risk and not at-risk subgroups.

02. Determination by State Department of Education. The State Board of Education will determine the schools eligible for the Distinguished School award each year based upon the criteria outlined in Subsection 113.01. The State Department of Education will provide the list of schools meeting the specified criteria to the State Board of Education no later than August 30th of each year. The State Board of Education will recognize the schools no later than the annual October Board Meeting.

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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
OCTOBER 16, 2014

UNIVERSITY OF IDAHO

SUBJECT

Renaming the Student Union Building

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Over time, many of the student-centric functions historically housed in the Student Union Building (built in 1936, with additions in 1936, 1948 and 1963) have moved to the University Commons Building (built in 2000) in the core of campus. As a result, the title of "Student Union" no longer describes the function of the building and causes confusion for new students and visitors looking for the social center of campus.

Board policy (I.K.1.a) allows for memorializing a building for a former employee on the basis of the employee's service to education in the State of Idaho so long as the employee's contributions rendered to the academic area to which the building is primarily devoted. We request approval to rename the Student Union Building effective January 4, 2015 in honor of a long-term University of Idaho administrator, with assurance that we will adhere to all aspects of this policy.

IMPACT

Retitling will reduce confusion for visitors and new students while honoring the dedication and hard work of this administrator whose service to the University of Idaho spans decades. We do not anticipate any financial impacts beyond the cost of new signage.

STAFF COMMENTS AND RECOMMENDATIONS

Board staff have discussed the policy requirements for memorializing a building for a former employee and find the universities request to be in compliance with Board policy.

Staff recommends approval

BOARD ACTION

I move to approve the request by the University of Idaho to rename the Student Union Build, the _____ Building.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
1	GENERAL EDUCATION COMMITTEE NOMINATIONS	Approval Item
2	WAIVER OF BOARD POLICY III.S.4.e, DEVELOPMENTAL AND REMEDIAL COURSES	Approval Item
3	BOARD POLICY III.Y, ADVANCED OPPORTUNITIES- FIRST READING	Approval Item
4	TECHNOLOGY TRANSFER FEASIBILITY STUDY	Information Item

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INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014

SUBJECT

State General Education Committee Nominations

REFERENCE

February 2014

The Board received a CCI Plan update that focused exclusively on General Education Reform and approved the first reading of proposed new policy III.N, General Education.

April 2014

The Board approved the second reading of proposed new Policy III.N, General Education.

BACKGROUND/DISCUSSION

In April 2014, the Board approved a new policy that provides alignment for General Education statewide through a common general education framework.

Board Policy III.N, states that the Board will establish the State General Education Committee, who will be responsible for reviewing competencies and rubrics for institutionally-designated General Education categories and ensure transferability. Consistent with this policy, the composition of the committee consists of a representative from each of the eight public postsecondary institutions. Nominations for the committee were solicited from the eight public institutions and the following represents the nominations submitted to the Board office.

Boise State University	Vicki Stieha	Director, Foundations/General Education
Idaho State University	James DiSanza	Chair/Professor Communication, Media, & Persuasion
Lewis-Clark State College	Mary Flores	Dean for Academic Programs
University of Idaho	Rodney Frey	Director, General Education
College of Southern Idaho	Cindy Bond	Instructional Dean
College of Western Idaho	Brenda Pettinger	AVP, Academic Affairs
North Idaho College	Larry Briggs	Dean of General Studies
Eastern Idaho Technical College	Peggy Nelson	Division Manager, General Education

IMPACT

Board action will formally appoint the members of the new committee.

ATTACHMENTS

Attachment 1 – Nominees Bios

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy III.N also provides that faculty discipline groups representing the eight public institutions will have ongoing responsibilities to ensure consistency and relevance of General Education competencies related to their discipline.

INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014

Institutions are currently in the process of identifying courses that will satisfy, or will be revised to satisfy, the new General Education Matriculation (GEM) competencies. A complete list of GEM courses is due to the Board office by January 1, 2015, with a goal of having a transparent, statewide general education curriculum in place by August 2015.

Board staff recommends approval of the committee nomination.

BOARD ACTION

I move to appoint the members of the General Education Committee as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014

Cindy Bond is an Instructional Dean at the College of Southern Idaho. She holds a doctorate in Education a masters in Administration both from the University of Idaho. She also holds a bachelor's degree in Accounting from Boise State University.

Larry Briggs came to North Idaho College after 17 years at Eastern Washington University. He serves as the Dean of General Studies.

James DiSanza received his PhD in Organizational Communication from Penn State University in 1989. He teaches courses in conflict management, leadership, and management communication. His research interests include corporate image management, especially examining persuasive attack strategies used by individuals and groups to damage organizations and the image repair strategies organizations use in response to such attacks.

Mary Flores is the Dean for Academic Programs at Lewis-Clark State College. She was a past Chair of the Humanities Division and joined the College in 1988.

Rodney Frey came to the University of Idaho in 1998, having received a Ph.D. in Cultural Anthropology from the University of Colorado in 1979. He taught at Carroll College in Helena, Montana from 1980 to 1986, and Lewis-Clark State College in Coeur d'Alene, Idaho from 1987 to 1998, where he also served as Director for the college's north Idaho programs.

Peggy Nelson is the Division Manager for the General Education Division at Eastern Idaho Technical College.

Brenda Pettinger is the Associate Vice President for Academic Affairs at the College of Western Idaho.

Vicki Stieha is an Assistant Professor, Curriculum, Instruction and Foundational Studies. She joined Boise State University in August 2011 as the director of the Foundational Studies Program, and was appointed to the faculty of the Department of Curriculum, Instruction and Foundational Studies in 2012. She has a Ph.D. in Educational Studies from the University of Cincinnati, a M.Ed. in English Secondary Education from Xavier University, and a B.S. in Communication from Florida State University.

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INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014

SUBJECT

Waiver of Board Policy III.S.4.e, Developmental and Remedial Courses

REFERENCE

August 2007 The Board approved second reading of changes to policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy III.S., Development and Remedial Education provides Idaho's public institutions with definitions and general provisions for meeting the remedial education needs of students within Idaho's higher education system.

Board Policy III.S.4.e, states that "developmental and remedial courses will not apply toward the requirements for graduation." The Council on Academic Affairs and Program (CAAP) held discussion regarding this provision at their March 20, 2014 meeting, specifically the use of remedial courses for advanced technical certificates. CAAP concluded that remedial courses could be used for technical certificates; however, they did not recommend counting those remedial credits toward academic or technical degrees, or technical certificates.

CAAP's recommendations have not yet been incorporated into Board Policy III.S., as Board staff is currently working on additional proposed revisions. That the revisions have not yet been made presents a challenge North Idaho College (NIC) since several NIC programs require MATH 024. Most of the institutions consider MATH 024 a remedial math course but, in contrast, NIC views this course as one "designed specifically to meet industry standards for occupations" and the requirement of an Advanced Technical Certificate. While NIC is working to remedy this situation, current practice violates current Board policy.

North Idaho College (NIC) requests a waiver of Board Policy III.S.4.e related to math requirements associated with Advanced Technical Certificates, as the curriculum for the Academic Technical Certificate is designed to specifically meet industry standards for occupations and does not meet general education requirements for a college level course.

IMPACT

Approval of the waiver will allow NIC to continue using lower level occupational specific courses – considered remedial courses at an Associate's or higher degree level - for the awarding of technical certificates. Once Policy III.S is updated to incorporate proposed changes from CAAP, NIC will no longer need this waiver.

ATTACHMENTS

Attachment 1 – Board Policy III.S. Remedial Education

Page 3

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014**

STAFF COMMENTS AND RECOMMENDATIONS

Technical Certificate competencies are based on specific occupational needs. It is reasonable to use courses for these certificates that are specific to those needs rather than broader requirements of academic degrees.

Staff recommends approval.

BOARD ACTION

I move to waive Board Policy III.S.4.e as it applies to Advanced Technical Certificates and remedial courses for the 2014-2015 academic year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: S. ~~Development and~~ Remedial Education

August ~~2007~~2014

1. Coverage

All students at the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Southern Idaho, North Idaho College, the College of Western Idaho and Eastern Idaho Technical College are included in this subsection.

2. Definitions

~~a. It is worth noting that what the general public refers to as “remedial education” is often also defined as “developmental education” by the academic community. The State Board of Education believes that a distinction can be made between the two teDevelopmental education (review courses) is aimed at developing the diverse talents of students, both academic and nonacademic. It is designed to develop strengths as well as to review previous curricular areas of students who have not been involved in postsecondary education for some time. Developmental education implies improvements (i.e., review) of a student's skills and knowledge deemed necessary to enter a particular course of study or program in order to ensure a greater likelihood of success.~~

~~Remedial education , for purposes of this policy, is defined as a duplication of a secondary program/course and support services in basic academic skills- to prepare students for college level, i.e. gateway, course work. Remediation usually involves recent high school graduates or those students who did not complete their secondary curriculum. Further, these students have little probability of success without first developing special skills and knowledge through remedial course work.~~

~~a.~~

b. Delivery Models: The State Board of Education has approved the use of three models for delivering remedial education.

i. Accelerated Model – A combined delivery series model whereby remedial content is embedded into credit bearing courses.

ii. Co-Requisite Model – A delivery model whereby remedial instruction is delivered alongside college-level content.

iii. Emporium Model – A delivery model whereby remedial education is delivered in a computer lab setting where students receive individualized instruction from faculty and engagement with technology based programs.

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3. PhilosophyPolicy

~~Meeting the need for developmental education and remedial education is a function of Idaho's higher education system.~~

a. Regardless of upgraded secondary school graduation requirements or more rigorous admission standards, there will be students in the college and universities who have chosen not to enter the postsecondary system after graduation from high school, or who exhibit deficiencies in certain basic academic skills.

~~Thus, in the future, review courses will be directed primarily toward students who have a potential for success but have been away from school for some time. With the acceptance of such a reality, the college or universities have an obligation to provide review courses for those individuals in need of developmental instruction. Further, the role of the college and universities in remedying basic academic deficiencies and reinforcing those cognitive abilities necessary for likely success is justified, particularly when for some it determines whether or not they become productive citizens.4. Policy~~

ab. The college and universities ~~will establish~~shall maintain a mechanism for diagnostic testing in English, ~~reading, and~~ mathematics, ~~and natural sciences,~~ and provide the opportunity for corrective measures.

~~bc. The college and universities will provide review courses for those individuals in need of developmental instruction.c. The college and universities should determine the feasibility of developing individualized approaches (using available technology) as an alternate delivery system in responding to developmental and remedial education needs of studen~~

cd. ~~Students with identified postsecondary weaknesses should be limited in the number of credits taken during the first semester of the freshman year and furthermore should be~~ the beneficiaries of special support and advisement tailored to their particular needs.

ed. ~~Developmental and~~Credits earned in remedial courses ~~will do~~ not apply toward the requirements for graduation from any academic degree or certificate program. Remedial course credits may be counted towards the completion of a technical certificate.

fe. ~~Developmental and~~ Remedial credit hours will be funded in the same manner as other credit hours. Fees for these courses will be the same as academic and professional technical education courses, and the institutions may charge laboratory fees as provided in Section V, Subsection R. ~~Developmental credit hours will be separately identified and reported to the Board.~~

5. ~~Institutional Policief. Each institution will develop internal policies and procedures on developmental and remedial education that are consistent with Board poli~~

gf. Board staff shall include an update on remediation education success rates in its annual Performance Measurement report to the Board.

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SUBJECT

Board Policy III.Y. Advanced Opportunities – First 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.
April 2014	Due to the large number of changes between first and second reading, Board approved the amendments as a second first reading.
June 2014	The Board did not approve the second reading of amendments to Board Policy III.Y and directed Board Staff to prepare another first reading of policy.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Over the last year and a half, Board Staff, the Division of Professional-Technical Education (PTE) and a diverse stakeholder group evaluated Idaho's Advanced Opportunities programs and is proposing amendments to the TechPrep program.

The "traditional" TechPrep Program contained in Board policy allows any secondary professional-technical student the opportunity to participate in a TechPrep Program that allows them to receive postsecondary credits at the conclusion of the program when they matriculate to a postsecondary institution. 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.

Technical Competency Credit (TCC) students – students who are currently called TechPrep students - would not be considered postsecondary students. They do not earn credits until they have (a) successfully demonstrated the program competencies, (b) completed the transcription request process, a process governed by this policy and the transcribing institution's TCC transcription policy, and (c) paid a \$10 transcription fee.

The Technical Competency Credit standards are based on the current TechPrep Program standards. Standards for all Advanced Opportunities include requirements for program administration, evaluation, and student advising, as well as requirements that the course content is comparable to courses at the

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institutions and that the students are assessed based on the same standards as those taking postsecondary courses. The TCC standards included these same requirements as they apply to professional-technical courses within the technical colleges.

IMPACT

Proposed amendments clarify how secondary students may earn postsecondary technical credits using either Technical Competency Credit and Dual Credit.

ATTACHMENTS

Attachment 1 – Board Policy III.Y, Advanced Opportunities –
First Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

At the June 2014 Board meeting, the Board asked Board Staff to prepare this policy for a new first reading. The Chief Academic Officer prepared a new version based on previously received comments. This version was widely disseminated to numerous stakeholder groups, including PTE, Dual Credit Coordinators, and Transition Coordinators. Feedback from these groups was incorporated into a revised version and again disseminated to them. Additional feedback was again incorporated.

The proposed amendments to this policy were presented to the Council on Academic Affairs and Programs (CAAP) at its September 25, 2014 meeting; CAAP recommends approval.

The Instruction, Research, and Student Affairs (IRSA) Committee reviewed this policy at their October 2, 2014 meeting.

This policy outlines the process and minimum standards for the various Advanced Opportunity options available to secondary students. It does not dictate how the secondary schools or postsecondary institutions internally manage the processes.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy III.Y. Advanced Opportunities 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: Y. Advanced Opportunities

June 2012-December 2012

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. Postsecondary programs intended for transfer come under the purview of the Board.

2. Purpose

The State Board of Education ~~has made a commitment to improve~~ is committed to improving the educational opportunities available to Idaho citizens by creating a seamless system of public education. The purpose of this policy is to provide program standards for advanced opportunities for secondary students. To this end, the intent of Advanced Opportunities is:

a. Board has instructed its postsecondary institutions to p~~For postsecondary institutions to p~~ provide educational programs and training to their respective service regions, ~~to;~~

b. support ~~Support~~ and enhance regional and statewide economic development, ~~;~~ and

c. to e~~Facilitate collaboration elaborate between with the~~ all school levels, including public elementary and secondary schools; ~~;~~ In addition

a.d. ~~to the Board's desire to prepare~~ 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 institution

b.e. Enhance ~~their~~ postsecondary goals;

c.f. Reduce duplication and provide for an easy transition between secondary and postsecondary education; and

d.g. 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, and International Baccalaureate programs. For the purpose of this policy the~~ 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, Technical Competency Credit (formerly known as Tech Prep), and the International Baccalaureate program.

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a. Advanced Placement® (AP)

The Advanced Placement® Program ~~is~~, administered by the College Board, is a series of 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. Individual postsecondary institutions have 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

i. Dual credit ~~Credit is a program allowing~~ allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Dual Credit is simultaneously awarded to a student on his or her postsecondary and high school transcript for the successful completion of a single course. 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~~ Dual credit ~~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.

ii. Two types of post-secondary credit may be earned: Academic and Technical. Academic credits apply to postsecondary academic programs and some postsecondary technical programs. Technical credits generally only apply to postsecondary technical programs. Students must work closely with their advisor(s) to ensure the credit earned in their Dual Credit course will apply to their intended postsecondary degree program.

c. ~~Tech Prep~~ Technical Competency Credit (TCC)

~~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.~~

i. Technical Competency Credit (TCC) allows secondary students to document proficiency in the skills and abilities they develop in approved high school professional-technical programs to be evaluated for postsecondary transcription at a later date. In addition to the standards outlined in section 4.d below, additional policies of the transcribing post-secondary institution may also apply.

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i.ii. Technical Competency Credits are awarded for skills and competencies identified as eligible TCC through a TCC Agreement with at least one Idaho postsecondary institution. Eligible skills and competencies are included in approved high school professional-technical programs and approved by the postsecondary institution in advance. Students participating in a high school program approved for TCC are not considered postsecondary students until they matriculate to a postsecondary institution.

d. 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.

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. Students must work closely with their advisor(s) to ensure the credit earned in their Advanced Opportunities course will apply to their intended postsecondary degree program.

a. 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
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	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 postsecondary 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). To earn college credit, the student must be enrolled at the post-secondary institution. 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.

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Assessment 3 (A3)	Dual Credit students are assessed <u>and awarded credit</u> using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
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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 & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board to track Dual Credit students to provide data regarding the impact of Dual Credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. 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 <u>and defined in Board Policy V.R. Fees. The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses.</u>
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. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non- <u>matriculating-degree seeking</u> 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

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	(1) full year of high school credit in that subject.
E.	In compliance with Idaho Code 33-5104, As part of the enrollment process, institutions must ensure the student and the student's parent/guardian must receive sign and submit a counseling form that provided by the school district or 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 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.	<p>Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:</p> <p>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.</p> <p>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.</p> <p>If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.</p> <p>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.</p>
GF.	<p>Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students <u>under the age of 16 who are</u> enrolled in a <u>public secondary school</u> may seek admission to enroll <u>in courses provided on the postsecondary campus</u> by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.</p>

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

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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.
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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 \(TCC\)](#) Standards

Professional-Technical Education programs in Idaho are delivered through comprehensive high schools, professional-technical schools, and the technical college system. [Tech-Prep Technical Competency Credit](#) allows secondary professional-technical students the opportunity to [simultaneously](#) earn secondary and postsecondary technical credits. [A Tech-Prep Technical Competency Credit course is offered through must approved secondary professional-technical programs and have with](#) an [approved](#) articulation agreement between the high school and a postsecondary institution. [Tech-Prep Technical Competency Credit](#) is an advanced learning opportunity that provides a head start on a technical

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certificate, or 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 program must have competencies comparable with a postsecondary institution technical program and be identified as eligible for TCC consideration through a TCC Agreement (e.g., articulation agreement) with at least one Idaho postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies, <u>the student learning outcomes</u> , and agree to the level of proficiency <u>to be demonstrated by the student</u> .

Faculty

Faculty 1 (F1)	Secondary and postsecondary educators must hold appropriate <u>professional-technical</u> certification in the program area for which articulated credit is to be awarded.
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Students/Parents

Students 1 (S1)	Tech Prep <u>Technical Competency Credit (TCC)</u> students are high school students; they are neither enrolled in the postsecondary institution nor counted as Dual Credit students. Students may request transcription of TCCs onto a postsecondary transcript after demonstrating the required level of proficiency; they must follow the transcribing institution's TCC transcription policy and pay the transcription fee discussed in standard AE1. After completing a TCC course or sequence according to the articulation agreement, the credits must be transcribed within the time period required by the transcribing institution and in no instance longer than two years.
Students 2 (S2)	<u>High school students are provided with a student guide that outlines their responsibilities, guidelines for credit transfer and information regarding how the technical credit will apply to postsecondary certificates and degree requirements. The student guide must 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.</u>
<u>Students 3 (S3)</u>	At the completion of the Tech Prep <u>Technical Competency Credit course program</u> , the instructor will shall identify recommend students <u>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 who have met program competencies in the course.</u>

Assessment

Assessment 1 (A1)	The students are assessed for high school and postsecondary <u>technical</u> credit according to the requirements of the <u>Technical Competency Credit articulation</u> agreement.
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Program Administration and Evaluation

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Admin & Evaluation 1 (AE1)	<u>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. When the student requests the transcription of a TCC credit, they are assessed a transcription fee consistent with the current Workforce Training Fee (Board Policy Section V.R. 3.a.ix) for qualifying TCC earned in high school.</u>
Admin & Evaluation 2 (AE2)	<u>Each TCC articulation agreements between a secondary professional-technical program and a postsecondary institution must be reviewed annually <u>by the institution.</u></u>

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HIGHER EDUCATION RESEARCH COUNCIL

SUBJECT

Technology Transfer Feasibility Study

REFERENCE

June 2012

Board requested UI, BSU, and ISU to jointly conduct a feasibility study around a centralized technology transfer organization similar to WiSys and to follow up with the Instruction, Research and Student Affairs Committee.

BACKGROUND/DISCUSSION

The three Vice Presidents of Research discussed the most appropriate way to conduct the study with the Instruction, Research and Student Affairs (IRSA) Committee. It was determined that the Higher Education Research Council (HERC) should take the lead on facilitating the study and bring the findings back to the Board when completed.

HERC hired Dr. William Tucker to conduct the study. Dr. Tucker currently works for the Office of Technology Transfer at the University of California, in Oakland CA. In 2004, Dr. Tucker became the Executive Director, Research Administration and Technology Transfer. During his career, Dr. Tucker has experience both the consolidation of technology transfer offices within a higher education system and the de-consolidation of these functions. Based on these experiences, HERC felt he would have in-depth knowledge of what it would require for Idaho to move to a similar structure and if that structure was feasibly given Idaho's unique geological and infrastructure capabilities. In the process of conducting the study Dr. Tucker traveled to Boise to interview the members of HERC as well as industry stakeholders that were identified by the Department of Commerce. Dr. Tucker also interviewed staff working in the technology transfer offices at each of the research institutions as well as additional industry partners identified by each of the institutions. Dr. Tucker also studied each universities individual technology transfer structures and resources.

Dr. Tucker completed his work and provided HERC with the final report in May 2014. The final conclusion of Dr. Tucker's work is that given Idaho's limited resources for research and technology transfer and unique geographical challenges it would not be feasible for Idaho to move to a centralized Technology Transfer organization. In addition to this finding, Dr. Tucker, at the request of HERC look for areas where there could be efficiencies and stronger collaborations formed between the institutions.

HERC has reviewed the report and has discussed the recommendations contained in the report and how those recommendations could be implemented. In addition

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to the report itself HERC is providing the Board with an outline on how the recommendations could be addressed in the near future.

IMPACT

This presentation will allow HERC to provide the Board with the requested study as well as discuss next steps in response to the study with the Board.

ATTACHMENTS

Attachment 1 – Feasibility Study Findings	Page 3
Attachment 2 – Dr. William Tucker – Bio	Page 9
Attachment 3 – Complete Feasibility Study	Page 10

STAFF COMMENTS AND RECOMMENDATIONS

Dr. Mark Rudin, Vice-President for Research at Boise State University and the current Chair for HERC will present the findings from the report to the Board.

BOARD ACTION

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

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**Higher Education Research Council (HERC)
Response to Opportunities to Enhance Technology Transfer Report**

Key Findings	Action	No Action	Comments
Consolidation of Idaho research institutions technology transfer activities.		X	The review of Idaho's patenting and licensing infrastructure at its research universities reveals that, while small on the scale of the leading U.S. research universities, it is operating reasonably well given its size and the unique geographical and historical characteristics of the institutions. It does not appear that much real benefit can be gained by centralizing functions in an attempt to create either economies of scale or standardized processes. Successful technology licensing depends on creating strong, trust-based relationships with both researchers and industry, which is best facilitated at the local level. At the current scale of Idaho's combined operations, the costs associated with creating any centralized structure far outweigh any benefits, and may actually degrade quality of the interactions being created at the local level.

Observation	Action	No Action	Comments
Educate all stakeholders, internal and external to the capabilities of the research institutions and necessary process and procedures to work with the institutions.	X		Institutions will coordinate efforts with the Board office to tell success stories involving applied research at the institutions, technology transfer and commercialization, and other success working with industry partners and benefits to Idaho's economic development. The three Vice Presidents of Research (VPR's) will work collaboratively to identify specific barriers and misconceptions and then direct institution's sponsored projects staff to address the specific issues.
Institutions need to evaluate their mission in relation to the state education system as well as economic development and establish policies and procedures in alignment with both, including institution policies that incentivize faculty to conduct applied research.	X		The VPR's will reconstitute the Technology Transfer Consortium, the Consortium is made up of staff from each of the institutions who work with technology transfer on each campus. The Consortium will work together to identify and streamline process that are common to each institution and ways to reduce the current timeline involved with contracting with industry partners. HERC's industry partners will approach the Idaho Technology Council regarding the creation of an award for faculty at the institutions that have particularly active/instrumental working with industry to commercialize institution research. Board staff will follow-up with institutions on Board request to look at institution specific tenure policies to incentivize applied research

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Observation	Action	No Action	Comments
Identify successful ecosystems the develop environments the support expanded and diversified networks to support innovation to better connect existing business, the investment community and the institutions.	X		Each Institution will continue to experiment with programs the consolidate and categorize the institutions academic and technical expertise so as to make them more visible to partners seeking collaborations. The VPR's will identify best practices in other states that have similar geographic and population density issues. Institutions will identify ways to influence research to address issues that are important to the local economy and/or industry as well as meet the needs and expertise of institution researches.
Land Grant institutions have this public-facing obligation built in to their charter to the extent that it supports the agricultural community, but in the 21st Century, perhaps this notion of supporting the community has to extend beyond agriculture to advancing non-agrarian frontiers that are essential to supporting State economies.	X		Currently under review at the University of Idaho
The Board and the institutions need to continually evaluate existing policies and laws to identify barriers and ways to address those barriers as applicable. This includes barriers to negotiations with other state agencies as well as the private sector.	X		The Technology Transfer Consortium will continue to meet and identify barriers and bring those issues to the attention of the appropriate institution staff as well as Board staff Board staff and legal counsel will work to address specifics issues with state agencies and work with other state agencies in understanding and meeting compliance with Board policy.

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General Recommendations	Action	No Action	Comments
<i>Developing common messaging/materials related to tech transfer</i>			
HERC could charge the four institutions to develop some common documents that discuss the basic principles to which all institutions ascribe that underpin all interactions with external sponsors and licensors.	X		Consortium will identify which documents can be common and create and distribute the documents to the applicable institutions staff for incorporation in to institution processes.
....the universities could collaborate to develop licensing guidelines that would give staff charged with identifying and managing inventions some common understanding of how to manage frequently occurring situations in their day-to-day interactions with faculty and licensees.	X		Consortium will review the Board approved licensing guidelines and make sure all necessary staff at the institutions are aware of and use the guidelines.
HERC could sponsor some more formal gathering of technology licensing professionals on a regular or topic-specific basis.	X		The Consortium will identify topic and audience and work with appropriate institution staff to facilitate on a regional basis.
<i>Using modern technologies to increase visibility and outreach to showcase Idaho technologies</i>			
While all universities showcase their particular research through websites and other “portals”, creating a coordinated approach across the four universities (and perhaps Idaho National Laboratory) could help foster new interactions with industry –an Idaho Researcher Profile.	X		Work with various entities to establish pathways to reach institutions and links to specific institution sites. It was felt that the Board office would be the logic host of a single portal, however, the Board office does not have the resources to maintain the necessary information, nor do the institutions have the resources to devote staff time to continually updating Board staff on the content of the portal. It was determined that it would be more efficient for the Board office to provide a single site with general information and then provide links to the specific institution sites.

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<i>Increasing industry engagement and seeding new collaborations</i>			
To increase university-industry engagement, HERC could advocate for some form of “matching grant” program for companies that are willing to work with Idaho universities, and establish some research presence in Idaho. A parallel program could aim to strengthen existing relationships with large corporations, where deeper and richer interactions will help secure long-term interactions.		X	This is currently being accomplished through the grants awarded by HERC and the IGEM Council
Any new direction has to fit with the broad parameters of the institutions particular specialty so as to add to their professional qualifications. With this caveat, researchers generally look for ways in which to make their research useful, so if the state can define some “grand challenges” that align Idaho’s needs with research competencies across the universities and which also have national or global implications, it could be possible to create programs that benefit all constituencies.	X		ISU and UI VPR will take the lead in developing a proposal and bring back to HERC on a proposal for bring key stakeholders together and identify “grand challenges” for Idaho.
<i>Creating and supporting a more entrepreneurial culture</i>			

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HERC could sponsor a state-wide business plan competition to showcase the “best of the best” to an Idaho-wide audience, including potential investors from around the region.		X	This is currently being done by each of the institutions; by leaving it at the institution level each institution can meet specific regional needs. No addition action is necessary at this time, institutions will continue with current efforts.
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....sponsoring the creation of Idaho-centric networks of individuals with affinity to the state to advise new and emerging companies.		X	This is currently being done by each of the institutions; they institutions will work to better identify and utilize existing resources like the UI law clinic, this will be done in part through the collaborations of the Technology Transfer Consortium. No addition action is necessary at this time, institutions will continue with current efforts.
<i>Enhancing new business creation through modest investment in individuals, technologies and companies</i>			
Idaho could enhance venture-creation by modest investments in individuals, technologies and companies seeking to create opportunities in the state.		X	The Idaho Department of Commerce is currently working in this area. Each institutions is working with Commerce at some level (through participation on the IGEM Council) to keep Commerce up to date with each institutions capabilities
Entrepreneurship education is becoming almost mandatory for 21 st century research universities. Idaho could enhance the entrepreneurial culture by challenging it research universities to develop programs that give budding entrepreneurs the knowledge and experience they need to succeed.		X	Each institution has programs in place to this end.
....Idaho could provide modest financial support, possibly as Entrepreneurial Fellowships that allow scientists and engineers to grow their entrepreneurial talents. Fellowships could include participation in existing formal programs, such as i-Corps, or by working with mentors to create business opportunities around emerging technologies from the university community.		X	

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Idaho could support new business creation by establishing a state-wide mechanism that funded commercial proof-of-concept research that demonstrated the commercial utility of promising new discoveries.		X	This is currently being accomplished through the IGEM Council
....companies attempting to develop new technologies into viable businesses could benefit from an infusion of very early stage capital to help them achieve the business milestones needed to secure traditional follow-on funding.		X	This is currently one of the purposes of the IGEM Council

Dr. William Tucker

Dr. Tucker was born in the UK and educated in Australia. He holds a B. Sc. (Hons) and a Ph. D. in Microbiology from the University of Queensland. He also holds an MBA degree from St. Mary's College in Moraga, California. Dr. Tucker held post-doctoral research fellowships at Stanford University (with Prof. Stanley Cohen) and at the Research School of Biological Sciences at the Australian National University in Canberra Australia. He also holds an MBA degree from St. Mary's College in Moraga, California.

Dr. Tucker's career began as a research scientist in agricultural biotechnology and then in technology management and business development at Advanced Genetic Sciences, DNA Plant Technology, Applied Biosystems, Celera Genomics and Paradigm Genetics.

In 2003, Dr. Tucker joined the Office of Technology Transfer at the University of California, Office of the President, in Oakland CA. In 2004, Dr. Tucker became the Executive Director, Research Administration and Technology Transfer. In 2010 following a reorganization of the Office of Research and Graduate Studies, his office was renamed Innovation Alliances and Services to reflect a broader role in supporting and enhancing interactions with industry to help move technology from the laboratory to the marketplace.

Opportunities to Enhance Technology Commercialization at Idaho's Public Higher Education Institutions

A Report to the Higher Education Research
Council of the Idaho State Board of Education

William Tucker, Ph.D., MBA

5/27/2014

A. Executive Summary

This report summarizes observations made during a series of telephone interviews with internal and external stakeholders on the subject of how to enhance the technology commercialization efforts of Idaho's public research universities and makes a series of recommendations on ways Idaho can enhance technology commercialization. While originally designed to look at organizational structure and administrative processes associated with the patenting and licensing activity traditionally associated with "technology transfer", technology commercialization and its resultant economic impact encompasses a much broader spectrum of activities where state-wide coordination and programs could add value.

The review of Idaho's patenting and licensing infrastructure at its research universities reveals that, while small on the scale of the leading U.S. research universities, it is operating reasonably well given its size and the unique geographical and historical characteristics of the institutions. It does not appear that much real benefit can be gained by centralizing functions in an attempt to create either economies of scale or standardized processes. Successful technology licensing depends on creating strong, trust-based relationships with both researchers and industry, which is best facilitated at the local level. At the current scale of Idaho's combined operations, the costs associated with creating any centralized structure far outweigh any benefits, and may actually degrade quality of the interactions being created at the local level.

Based on the interviews, this report makes some general recommendations on way that the Higher Education Research Council and the State Board of Education could enhance technology commercialization. These recommendations fall into four areas:

1. Developing common messaging/materials related to technology transfer
2. Using modern technologies to increase visibility and outreach to showcase Idaho technologies
3. Increasing industry engagement and seeding new collaborations
4. Creating and supporting a more entrepreneurial culture
5. Enhancing new business creation through modest investment in individuals, technologies and companies

The funding environment in which U.S. research universities operate and the expectations of national, regional and local governments are evolving rapidly. Idaho needs to be able to embrace and adapt to these changes to ensure that its research universities continue to deliver a high quality education experience that is relevant to the future aspirations of its students and also create strong and durable links to industry that enhance their ability to create economic value for Idaho.

**B. Introduction: Technology Commercialization in the Context of the
“Innovation Economy”**

From the White House to Main Street, government and civic leaders of all political stripes recognize that the future of our nation’s economy depends on innovation to create new growth opportunities. In the 21st Century, the research that will create this innovation occurs almost exclusively within our nation’s research universities. Gone are the much-vaunted corporate research laboratories that drove post-World War II innovation and led to America’s technological dominance of the late 20th century. The legacy of Bell Labs, Xerox Parc, Dupont Corporate R&D, etc. live on, but such structures succumbed to the Wall Street-driven financial pressure of quarterly earnings reports. Corporations can no longer afford to employ top-tier scientists and give them the freedom to explore ideas that do not immediately translate into product opportunities. Indeed, many of the leading scientists from these much vaunted organizations are now at the helm of some of the nation’s leading academic research institutions where the same curiosity-driven research once housed in corporations is the *raison d’être*.

Government leaders are asking the academic research community to play a more active role in local, regional and national economic development, and, implicitly or explicitly, demanding that universities and national laboratories demonstrate a “return on investment” of Federal research dollars. Concurrently, the academic research community has seen a significant decrease in the amount of Federal funding for basic and applied research which is leading all research universities to look increased industry sponsorship of research to make up for decreased Federal funding. These two elements are causing universities to rethink both the structures and the processes by which they engage with industry so as to make their research programs more visible and attractive, and their technology commercialization processes more facile.

This desire for increased engagement is playing out in an environment that is replete with apocryphal stories of difficult and failed interactions between universities and industry. While most university leadership understands and acknowledges that much of this rhetoric is used to leverage negotiation of business terms, the perception of intransigent university negotiators and outlandish or unrealistic technology valuations permeates the political dialog. When former UC President Mark Yudof took the reins at UC after heading the University of Texas system and before that, the University of Minnesota, he commented that at every institution he led, the first comment from certain industry segments was “Your university is the hardest university I have ever had to deal with” which he clearly saw as a negotiation tactic. In part, the views of industry are based on the differing fundamental philosophical and strategic goals of universities and industry and, in part, because of the differing role intellectual property plays with industry segments. Creating and nurturing successful industry relationships will and does require a significant investment from both university and industry leadership and front line negotiators to establish and build the mutual trust needed to overcome such ingrained misconceptions.

C. The structure of Idaho's research universities and the challenges to enhancing technology commercialization

Idaho, with its small population, an economy heavily weighted towards primary industry, and a geographically dispersed research university network finds itself in a challenging situation when it comes to commercializing technology originating from basic research. However, Idaho is by no means unique and many other states far from major population centers and industry hubs are wrestling with the same issues. As noted above, the expectations of all levels of government is that universities will be the catalyst of new economic growth, but elected officials rarely understand the inter-related components that are needed to establish and maintain an innovation ecosystem, most of which are not present, or at the best nascent in many university-based communities.

In the aggregate, the four research universities; University of Idaho, Idaho State, Boise State and Lewis and Clark College have a total research expenditure of approximately \$150 Million, which makes them equivalent to UC Santa Cruz and UC Riverside, the smallest long-established campuses of the University of California ("UC") system (UC Merced, UC's newest campus has only been in existence for less than 10 years). A comparison of the traditional licensing metrics, as reported in the process of this review, indicates that the combined Idaho schools perform comparably with these UC campuses, notwithstanding the support that these UC campuses get by being part of the UC system. Thus, the initial observation is that current operations are not significantly underperforming relative to like-sized institutions. It should be noted that both Boise State and Idaho State are working at increasing the visibility of their programs to the research community.

An initial question posed at the start of this review was whether some form of centralized structure would benefit the overall technology commercialization efforts of the Idaho schools. The overwhelming reality is that technology transfer and the other elements associated with creating economic value from basic research are relationship-driven. In the past 10 years, UC fully decentralized the management of individual inventions to staff located in campus offices that report through each campus' research administration organization. This change was driven by a range of factors, but underlying all these elements was the understanding that decisions made centrally for the most important aspects of technology transfer fail to recognize and respect the nuanced nature of these decisions, as well as the "political" implications of any decision on the local campus environment. Granted, decentralized invention management may create some inefficiency in terms of staffing, but the loss of the immediacy of interactions between local staff and their researchers is far more telling.

The general observation within all universities is that the overwhelming pressure is to decentralize, even to the school/department level, so that control over decisions resides as locally as possible. University leadership has to strike a fine balance between

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achieving economies of scale, serving faculty, and preserving consistency and integrity in decisions, but evidence points to the fact that “embedding” technology commercialization staff within units (even if managed centrally) creates greater opportunities for faculty education and engagement which results in more and better quality disclosures. At UC Berkeley, recent experiment in embedding a very experienced technology licensing officer with a wealth of experience in patent drafting and prosecution in a department increased disclosure in that department by almost 40%. While modern information technology and communications systems can create vast virtual communities, direct interpersonal interactions are still the most effective way to engage with and educate faculty about technology commercialization.

The other element of Idaho’s structure that is challenging is that, unlike other systems, Idaho has no very large campus to provide administrative infrastructure to the smaller campuses, as is the case in Wisconsin, where WARF provides the administrative backbone to WiSys, which serves the smaller campuses. The University of Texas system created a regional “hub” office in San Antonio to serve the UT San Antonio general campus and the health science campus as well as smaller regional campuses, but even that structure failed to survive the tension between the two San Antonio-based institutions. The NIH is also embarking on a plan to decentralize transactional decision-making to its Institutes so as to solve the operational dysfunction created by unlinked operational and budgetary authority.

For University leadership, the brutal reality is that technology commercialization is expensive, and few effective lower-cost alternatives exist. One can achieve economies of scale, but these tend to happen at the biggest schools where one has the opportunity to leverage consolidated administrative infrastructure and information technology. As noted above with the University of Wisconsin system, and with UC, the smaller campuses can avail themselves of services resident centrally for things such as financial management, patent prosecution management and information systems. However, even at UC, campuses still express a desire to increase local control over these functions and processes so they can be responsive to the nuanced nature of technology transfer. For operations of the scale of Idaho universities together with the largely independent management of each university, it is hard to identify how to create centralized administrative economies in a way that will function optimally for the professionals who are charged with the day-to-day task of identifying, protecting and licensing research-created inventions.

Campus technology transfer office leaders explained that are using vended information systems solutions to help manage inventions and workflow. Fortunately, the few vendors in this space bring a wealth of experience to the table and they are constantly upgrading their offering to increase functionality and (hopefully) office productivity. UC created a custom “Patent Tracking System” in the 1980’s after the passage of Bayh-Dole when no commercial solution existed because it recognized that it needed to have such a system to manage what was going to be a burgeoning invention portfolio. The same was true of Harvard, Stanford and like universities. A painful lesson for UC was that it

failed to adequately invest in its system for almost two decades, which created “functionality gap” between the UC system and the “best of class” systems available commercially, which can only be addressed by investing significant sums over many years to bring the system into the 21st century. Modern systems and information technology solutions do have the potential to make office operations more efficient, which allows more resources to be devoted to professional staff to create, nurture and grow the relationships that will increase engagement with faculty and the business community alike so investing in this component of technology commercialization operations is essential to success.

D. Creating economic impact is more than patenting and licensing

While it is easy to point to the Boston area, the San Francisco Bay area and the San Diego area as inspirational goals for a technology-centric economy, these three, and all like entrepreneurial ecosystems have evolved over many decades due to the presence of many factors beyond the mere presence of powerful research universities. The original goal of this analysis was to identify way in which Idaho could enhance technology commercialization resulting from the basic research through changes to administrative structures and processes. However, technology commercialization has to be considered in a much broader context, which requires that leadership look beyond the historical “patenting and licensing” functions of technology transfer, and consider how to create more holistic interactions between universities and their local, regional and even national industry partners to create the economic value that is being asked all universities.

The practical reality for the vast bulk of university research is that it is so early-stage that major businesses are unable to realize its potential due to lack of resources for internal follow-on research and development. The consequence of this fact is that the innovation ecosystem needs intermediary structures or organizations to translate/transform these raw ideas to a state where businesses or investors recognize the commercial potential to create a product or service. In some instances, the university itself can be the intermediary, but doing so brings with it challenges, both philosophical and practical.

Philosophically, universities exist primarily to educate students and create new knowledge, and are funded (in part) by government to do just that. Universities must ask if taking on more “applied” research will achieve their fundamental goal. Practically, the traditional funding mechanisms and the academic reward system rarely support the research needed to demonstrate commercial potential. Government agencies fund basis research and judge the research competency of the principle investigator on peer-reviewed publications, and these academic publications do not highly value applied or translational research. Add to this that universities’ promotion and tenure systems are weighted heavily toward publication, which creates a strong disincentive for faculty to

pursue commercially-directed research relative to exploring basic questions presented by (perhaps) the same underlying research result. Universities must decide whether the “economic imperative” is sufficiently compelling for them to rethink their reward systems to incentivize research that could lead to commercial application of basic discoveries over further basic research. In regions where the university is literally “the only game in town”, it universities may be compelled to take this course of action to, at least, attempt to initiate an innovation ecosystem.

As noted previously, building an innovation ecosystem requires more than great ideas. It requires entrepreneurial management and financial resources. It also requires other societal attractors such as affordable housing, good schools, robust social and business networks and quality of life. Universities can be a source of ideas, and in some aspects help create and nurture the societal attractors in their immediate communities. Unfortunately, universities do not (especially in today funding environment) have the financial resources nor the seasoned entrepreneurial management talent required for success. However, universities are well stocked with nascent entrepreneurs, be they undergraduate or graduate students, or faculty. An almost a universal theme at U.S. research universities is to increase entrepreneurial training and experience for students and faculty, be it through formal programs at business schools or elective “hands on” boot camps or similar programs. Even the Federal government has recognized this need and is beginning (in a very modest way) to support entrepreneurial education thorough programs like the NSF i-Corps network.

Another recurring theme in our institutions is the need to reevaluate our graduate education programs, recognizing that an academic tenure-track career is a low probability outcome for the vast majority of our graduate students. Providing opportunities for entrepreneurially minded students to “test their mettle” in the relative safety of the university community and at a time when failure has little long term financial or personal ramifications will inure to the university’s long term benefit. However, one large technology company was recently quoted as saying their strategy for hiring the next generation of engineers was not to look to traditional internships for talent, but to acquire small businesses and retaining the entrepreneurial talent, as these individuals had the passion to drive the next generation of the company’s products and services.

The innovation ecosystem is built on networks and relationships. The preeminent innovative environments have rich existing networks that are expanded and diversified with each successive wave of innovation. Successful innovative businesses become the center of technology networks in their particular area, partly though the “out migration” of talent to new entrants in that field. Private investors also create networks through their participation in investment partnerships and connections to entrepreneurial management. Incubators and accelerators also create networks of young entrepreneurs all seeking similar goals, albeit in different specific product areas. Universities who can plug into these networks benefit from this intricate web of connections. The inability to benefit from this “network effect” is perhaps the biggest hurdle for universities in states

such as Idaho where the existing business and investment community is not well connected and certainly not particularly “tech savvy”. In this situation, universities have to work even harder to create and build networks that support technology commercialization. Often, this network has to include links beyond the local communities to bring in the knowledge, talent and funding needed for success. Alumni can be a source of these things, as can others who have an affinity for the region for other reasons. In creating the entrepreneurial ecosystem in Utah, universities were able to tap into the investment community that frequents Park City for summer and winter recreation to increase the power of their local networks.

Another complicating factor is that more isolated universities lack some of the connections to industry that their “big city” counterparts use to great effect. The historical heavy dependence of Federal funding can create to an insular perspective with respect to industry, especially when industry is not “in the back yard”. Connections with industry are strengthened by the employment of students in companies, but if those companies are not proximate to the university, and have no prior experience working with that particular institution, convincing them to enter into collaborative relationships is much more difficult. Universities have to create “bait” to attract new industry partners; this could be matching funding to entice companies to engage with an unfamiliar partner; or it could be lowering barriers to access to intellectual property.

Recently, other institutions, both in the U.S. and elsewhere have begun to rethink how they use existing intellectual property. Every university has unlicensed patents its portfolio and struggles with whether maintain them as costs increase. The concept of Easy Access IP, pioneered by Kevin Cullen at the University of Glasgow, and now at the University of New South Wales uses royalty free access to these unlicensed patents as a way to encourage companies to partner with the university to move the research forward. As reported by UNSW, this program has successfully induced companies to collaborate with faculty on research projects. The University of Minnesota is experimenting with a program that provide license rights for IP generated by the research to sponsoring companies for the payment of a “premium” at the time the research project is originated. These, and other similar approaches, are all relatively new and untested, but in certain circumstances, they may catalyze a new, productive, and long term relationship as both the university and industry use the experience to understand how to work collaboratively together for mutual benefit.

Another challenge that all universities, especially more geographically isolated universities, face is showcasing their research capabilities to a broad industry audience. If a university has “brand recognition”, those looking for technology or expertise start there and rarely go much further. Many universities are experimenting with programs that consolidate and categorize (“profile”) their academic and technical expertise so as to make them more visible to partners seeking collaborations. Such profiles can make identifying relevant research easier than searching for sites of individuals with a particular research background or technical expertise. Beyond enhancing outreach to external stakeholders, such systems can facilitate internal collaborations as researchers

can more easily locate potential collaborators from outside their direct circle of contacts. One example of how a state has leveraged this capability is “Reach NC”, (www.reachnc.org) which uses a commercial platform marketed by Elsevier to create profiles of researchers based on publicly available publication, grant and patent information from a wide range of academic disciplines at universities large and small in North Carolina. Other vendors, such as Thomson Reuters offer similar services, while some universities have developed analogous systems using open source software (e.g., <http://profiles.ucsf.edu/search/>) to create the same functionality. The goal of all such systems is to increase the visibility of their research and researchers to as broad an audience as possible. Such sites can move beyond mere catalogs of competencies to highlight innovative research, breakthrough inventions and successful partnerships, all of which enhance the public perception of the value that universities bring to society.

E. Observations from interviews with external stakeholders

A series of telephone interviews were conducted with individual selected by the HERC. These interviews revealed some very positive interactions as well as some areas where the interviewee expressed frustration with the interaction. Inevitably in such interviews, those with frustrations are more likely to air their grievances than those happy with the process, so negative reactions tend to outweigh positive feedback.

Overall, the discussions had positive feedback on the current technology commercialization process. Interviewees with direct experience working with Idaho universities spoke of the value created by their relationships with faculty and the support of the technology transfer offices. In particular, Karen Stevenson at University of Idaho was cited twice as being instrumental in creating value for the interviewee.

Interviewees also were complimentary of the role of the IGEM program and its ability for foster new relationships with local small businesses. State-supported programs that help build linkages between universities and industries can be important in breaking down real and perceptual barriers that limit technology commercialization. For a 14 year period from the late 1990s to the early 2010s, UC operated a Discovery Grant program that provided matching funding to collaborative research projects with companies with a California research presence. It also focused on graduate training which further strengthened the relationship if the graduate was employed by the sponsoring company. By and large, the program was very successful, but California’s deep fiscal crisis in the past few years and the reduction in State appropriations for the university led to the termination of this program, much to the chagrin of researchers and administrators alike. To be successful, such programs need to have a “light touch” so as to facilitate negotiation of business terms that create the most value for all parties.

A common thread in these discussions was a degree of frustration in setting up and maintaining ongoing research collaborations. The criticisms expressed were not unusual

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or uncommon, and often voiced when industry discusses their opinions about attempting to connect to universities. Often this disconnect can, in part, be attributed to fundamental differences between university and industry. Universities have a different approach to research, different funding models and different timescales, all of which can frustrate a company seeking to move a product idea forward as quickly as possible in a ruthless competitive environment for investment and market share.

One interviewee was frustrated that the collaborative relationship lacked the continuity needed to advance the product. Basically, the company was expecting continuous outsourced research support, when the reality is that faculty and graduate students have other equally important demands on their limited time and resources. Perhaps the company's project, while interesting, was not (and rightly so) their highest priority. Such discussions point out the need for increased communication with potential industry collaborators at the earliest stages of engagement. In an era where all universities are looking to industry to back-fill gaps in traditional funding, as well as create local economic development, establishing a clear set of "ground rules" is a key to success.

Another interviewee raised a related point of the motivation or incentives for researchers to collaborate with industry. The notion of social or administrative "penalties" for researchers choosing to collaborate with industry is not unusual, but if universities are to build successful corporate research relationships, executive leadership has to promote and reward researchers who do.

Lastly, one interviewee mentioned a frustration with the speed of the administrative contracting process. Again, such criticism is not uncommon. One cause for such frustration is the inexperience of the contract negotiator with industry-sponsored agreements. In institutions where research is heavily weighted toward traditional Federally-funded research, industry contracts with their attendant (and necessary) focus on deliverables and intellectual property are outside the norm of most negotiators experience. In many larger institutions, and at a number of campuses in the UC system, industry sponsored research negotiators are differentiated from those who negotiate government grants, and located either in the same administrative management unit as the technology transfer office or closely aligned to it, so that they benefit from, and/or work collaboratively with technology transfer officers in negotiating the contractual language.

Beyond the "transactional" challenges noted above, another thread in these discussions related to the strategic direction of research programs at Idaho's universities, which might make the research more attractive to Idaho companies. Again, such comments are not unusual as States seek to advance their own economies. Historically, research universities have not played a major role in the strategic direction of their faculty's research endeavors, largely because that direction is determined by the priorities of funding agencies, and institutional funding is usually not sufficient or consistent to create and maintain a stable research program over many years. Also, any overt efforts to influence research direction can be perceived as challenging academic freedom.

However, as traditional funding shrinks and stakeholder's expectation of university contribution to economic development increase, universities may have to evaluate how, albeit with a light touch, they can influence research to address issues that are important to the local economy and/or industry. Failure to do so may disenfranchise the research institution from the broader public they serve, and compromise the political support needed to fund the basic education and research functions of the institution. Land Grant institutions have this public-facing obligation built in to their charter to the extent that it supports the agricultural community, but in the 21st Century, perhaps this notion of supporting the community has to extend beyond agriculture to advancing non-agrarian frontiers that are essential to supporting State economies.

The final area of concern noted related to more macro scale issues at the State level. Competition for resources amongst the schools leading to inefficiencies, and governmental resolve to maintain State-funded programs long enough to realize the benefit were two that were specifically mentioned. The former is not unexpected as all university leadership is intrinsically self-centered. When performance is judged using such criteria, doing otherwise would be counter-productive. Any multi-institutional program has to create the "wins" that all participants can claim, and funding has to be tied explicitly to collaboration. The latter is also real and perhaps more difficult to manage. Political will and politically-inspired programs have a periodicity directly linked to election cycles, and so programs with long term objectives are prone to criticism if they have not achieved their goal with the context of the election cycle, or, more importantly, not done a good job of timely communicating the positive steps they have made toward the goal in ways that satisfy those charged with oversight.

F. Observations from interviews with technology transfer leadership.

Discussions with technology transfer leaders were conducted after discussions with external stakeholders, so the participants were questioned about some points raised by the earlier interviews.

The leaders of the technology transfer offices at University of Idaho, Boise State and Idaho State, like most university technology commercialization offices, indicated that resources are the factor limiting performance. At universities with small research budgets, the budget of the technology transfer office is often commensurately larger as a percentage of the total research expenditure than larger schools because of the inability to benefit from economies of scale, so increasing the budget can be even more difficult to justify. In terms of evolution, the University of Idaho has a mature program, where as Boise State has more recently begun to invest in their technology transfer operation and Idaho State is just beginning to develop a dedicated program. Lewis and Clark College's research budget is small that creating a dedicated program is a real challenge.

All interviewees discussed the fact that they strive to work collaboratively with their sponsored projects offices to address industry-specific issues as they arise. Again, because of the size of the research program, creating specific “industry-sponsored research” offices is not practical, so creating a good collaborative environment with a commitment to timely responses to questions, and rewarding such behavior by staff is the best practical solution to administrative “silo-ing” (i.e., the “it’s not my problem to solve” attitude) that can sometimes result from individuals carrying large case loads.

Both University of Idaho and Boise State University noted that they were working with Inteum Corporation’s database to support their operations. As Inteum has the largest market share in the global technology transfer community, these campuses will likely benefit from the advances Inteum makes with regard to interfacing with Client Relationship Management systems. It would be useful if all universities used the same system (or at least compatible systems) to facilitate centralized reporting or perhaps consolidation of financial accounting if/when such an action would create economies of scale.

The interviewees also discussed inter-institutional collaboration, and to a certain extent inter-institutional competition. While no formalized inter-institutional working group for technology transfer staff exists (which makes sense given the logistical complexities of intra-state travel) the leadership discussed the fact that they communicate when needed and cross-refer enquiries that would be more appropriately directed to another university. The national AUTM organization also has specific working groups for “small offices” so participation in those groups would help understand how like-sized offices manage to meet their institutional objectives. One possibility would be to create some internal communication channels such as a list-serve, wiki, or chat-rooms that allow practitioners to share experiences. However at this stage, because of the limited number of staff across the four institutions, the best solution is probably to pick up the phone or to e-mail directly. Using AUTM’s broad network of e-groups could be more effective than an “Idaho-centric” solution.

The value of broader inter-institutional research collaborations was a subject also discussed by interviewees. The Center for Advanced Energy Studies (“CAES”) was highlighted as an example of how universities could collaborate across institutional boundaries to create a state-wide program that established a center of excellence. Granted CAES benefited from strong Federal government support through Idaho National Laboratory, but it does demonstrate that strategic investments in technology in areas where multiple institutions have potentially synergistic resources can create real value and help breakdown historical barriers to collaboration between autonomous universities. CAES’ success may have been helped by the fact that INL offered “neutral territory” as well as financial support for this collaborative effort.

In 2000, with the support of (then) California Governor Gray Davis, UC held a systemwide competition for four Institutes for Science and Innovation (“ISIs”); multi-

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campus, multi-disciplinary structures focused on addressing research strategically important to California. The ISIs had to be “industry-facing” to ensure their research programs addressed the most important challenges faced by their particular industry sector. To be considered eligible for the program, the ISI had to demonstrate a 2:1 match of State funding. Each successful institute received \$200 Million from the State and matched it with at least \$400 Million from industry or philanthropic sources. In the subsequent 14 years, these institutes have developed state of the art facilities and innovative programs in their areas of focus. While the investment of such large sums is likely infeasible for Idaho, in certain areas where the State has identified strategic value and existing, but uncoordinated research programs, an analogous program that brings together researchers under a common umbrella and requires outreach to industry for matching funding could catalyze new research that creates inventions and businesses that create an Idaho-focused innovation-driven business ecosystem.

In searching for administrative efficiencies, the concept of “template” or “express” licenses are often raised as a way to streamline business processes. In general, most “templates” are customized almost immediately, and non-negotiable “express” licenses rarely survive unscathed. All institutions (as do companies) create contracts that comport to their particular legal standards with language determined by internal or external legal counsel, so attempts to streamline by mandating uniform language across institutions are rarely successful. In fact, some of the most challenging negotiations happen between universities and their own State bureaucracies because of the inability of the State to change “mandatory” language that does not apply to the specific contractual relationship with a public research university. What could be informative is to compare like contracts from all institutions to determine if any have significantly different legal interpretations of standard contractual requirements as a way to protect all universities from accusations that “I got these terms at ...”

Creating a greater awareness in the local business community of the nature and potential contractual constraints of university sponsored research and license agreements is one way to manage expectations with collaborators and licensees unfamiliar with university practices. Boise State described a process of reviewing their basic license agreement with 30 individuals in three sessions to explain and obtain buy-in on the agreement. This type of outreach helps socialize the university’s principles and values and protects against accusations of unreasonableness. Producing a generic “how to work with Idaho universities” document could be a first step in creating greater engagement with local business and signal to all external stakeholders the openness of the research university community to engage with business, while at the same time making a clear point about the underlying principles to which the universities adhere.

One other area that has the potential to impede efforts to enhance technology commercialization is the constraints imposed by public universities being “State” entities and being required to operate under the same rules as other State agencies. In general, governments everywhere are not flexible or nimble, characteristics of successful small and medium size enterprises that technology commercialization aspires

to create and that technology commercialization operations need to be able to match. In many States, universities have created separate Research Foundations that operate as 501(c)(3) organizations that give the university and its technology commercialization programs this flexibility to do things such as accept equity in startup companies that license university technology, or include contract terms that would not be permitted by a State agency. Technology commercialization is by its very nature a high risk endeavor, which puts it in conflict with the historically risk-averse cultures of universities and governments. Creating operational environments where managers can assume greater (but not egregious) risk can facilitate effective outcomes.

Especially in more isolated regions, research universities also have to have the freedom to seek out commercialization partners beyond their local or State borders, especially when trying to develop a stronger “brand”. Looking externally does not necessarily result “exporting” ideas, but can actually “import” opportunities for local economic development. A thoughtful review of State policies and practices that impact technology commercialization could identify specific areas where changes could enhance the universities ability to meet the expectations of local and State government.

G. Opportunities to enhance technology commercialization

Based on the discussions with internal and external stakeholders of Idaho’s university “research enterprise” described above, below are recommendations for HERC and the SBOE to consider as they seek to enhance technology commercialization with the goal of increasing the impact of research innovations on Idaho’s economy. As noted in this report, the bulk of these recommendations are not “administrative efficiencies” created by centralization of technology commercialization activities. At the current scale of technology commercialization across the four universities, the cost of, and efficiencies generated by centralization of functions is outweighed by the loss of connectivity and immediacy to both university and industry stakeholders alike.

1. Developing common messaging/materials relating to technology transfer

To address the desire to create some unity across the various institutions, and demonstrate to external stakeholders that Idaho’s universities are acting in concert to create public benefit for Idaho, HERC could charge the four institutions to develop some common documents that discuss the basic principles to which all institutions ascribe that underpin all interactions with external sponsors and licensors. Such a “principles” document would help set the fundamental ground rules by which universities and industry interact in a way that remains true to the tenets of academic research, such as open dissemination of knowledge and commitment to students and other academic researchers. UC has created a “Principles Policy” (attached as Exhibit A) for this purpose. HERC and SBOE recognition of these basic principles provides the necessary bulwark against any pressure from industry that could distort university behavior. A well

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thought through set of principles can help create a better understanding by companies without a prior history of dealing with universities, of why the university takes the position it does on certain matters.

Likewise at the operational level, the universities could collaborate to develop licensing guidelines that would give staff charged with identifying and managing inventions some common understanding of how to manage frequently occurring situations in their day-to-day interactions with faculty and licensees. UC recently updated its “Licensing Guidelines” so that they would address current issues commonly faced by technology licensing professionals (attached as Exhibit B). At UC, documentation of system-wide principles and practices is one way to help ensure a common approach to technology licensing and generate basic consistency in dealing with industry.

An additional benefit of undertaking these tasks would creating greater interaction between the offices through the process of creating a set of common principles and practices which, in turn could enhance inter-institutional interactions when more challenging situations occur. Along the same line, HERC could sponsor some more formal gathering of technology licensing professionals on a regular or topic-specific basis. Idaho’s particular geography and intra-state travel logistics does create challenges for in-person meetings so such gatherings could be held by video or audio conferencing, but telecommunications is no substitute for in-person meetings when the situation demands.

2. Using modern technologies to increase visibility and outreach to showcase Idaho technologies

External stakeholders express the need for greater visibility for the research carried out at Idaho’s universities as a way to attract new collaborations and new businesses to the state. While all universities showcase their particular research through websites and other “portals”, creating a coordinated approach across the four universities (and perhaps Idaho National Laboratory) could help foster new interactions with industry. As note in this report, North Carolina (with “ReachNC”), and other states are creating such portals for this exact purpose. Smaller states need to identify ways to create some form of “branding” that creates greater visibility to industry that may be more used to looking to higher profile universities when they consider engaging in collaborative research.

Such “researcher profiling” sites also help researchers and administrators identify common research themes, or potential areas for, or an individual with whom, to collaborate on larger proposals to funding agencies. The NIH has already recognized the value of researcher profiling as a way to accelerate collaborative translational research across their network of Clinical and Translational Science Award-funded institutes, and these institutes are developing common standards by which profiles can be created and shared. Profiling “solutions” are available from commercial vendors, or using open-

source software, so any decision to implement an “Idaho Researcher Profile” will require an in-depth analysis of the options and associated costs.

3. Increasing industry engagement and seeding new collaborations

Given Idaho’s relative isolation from major business and investment centers, HERC should consider strategies to attract existing businesses to the state, as well as support new businesses that could emerge from Idaho-based research. Especially as new businesses struggle in the first year or two, modest incentives can make the difference between “taking the plunge” and maintaining the status quo.

To increase university-industry engagement, HERC could advocate for some form of “matching grant” program for companies that are willing to work with Idaho universities, and establish some research presence in Idaho. The IGEM program was praised, but a larger number of smaller awards could create greater momentum. The goal of the program should be to create and foster new collaborative relationships, especially with small- and medium-size businesses that will increase the network of connections between universities and industry. A parallel program could aim to strengthen existing relationships with large corporations, where deeper and richer interactions will help secure long-term interactions. Such deeper interactions are critical to establish in an era where major corporations are moving away from tactical bi-lateral research collaborations with many universities in favor of strategic, multi-faceted relationships with a few key partners, if for no other reason than to minimize transaction costs. Whatever the program, it has to strike the appropriate balance between use of public funds to support private industry and the desire to create new university-industry relationships that will enhance the economic health of the state.

Another theme in the interviews was to make university research more responsive to the particular challenges that Idaho faces. Charging university administration to in some way “direct” research is fraught with challenges, given that academics have generally self-defined their research interests. Any new direction has to fit with the broad parameters of their particular specialty so as to add to their professional qualifications. With this caveat, researchers generally look for ways in which to make their research useful, so if the state can define some “grand challenges” that align Idaho’s needs with research competencies across the universities and which also have national or global implications, it could be possible to create programs that benefit all constituencies. The researcher profiling described above would help analyze where opportunities and researcher competencies align.

In several discussions, multi-institution collaborations were mentioned and the CAES program was highlighted as an excellent example of such a program. Clearly CAES’s success can be attributed to significant external funding for facilities, but it does demonstrate that carefully structured strategic initiatives can drive collaborative synergies. In the context of the “grand challenge” model described in the previous paragraph, for one or more challenges, State support paired with matching extramural

funding (along the lines of California's Gray Davis Institutes for Science and Innovation) could lead establish additional programs akin to CAES focused on areas of key strategic and economic relevance to Idaho, such as agriculture or natural resource management.

4. Creating and supporting a more entrepreneurial culture

The explicit expectation that universities play an active role in creating economic value also challenges the traditional practices of both undergraduate and graduate education. For undergraduates, the goal was to use the basic degree to secure a job, or a place in graduate school. For graduate students (outside of professional degree programs) the implicit goal was to continue in higher education on the "faculty track". The emergence of the "Facebook generation" has undergraduates, especially in the engineering and computer science disciplines thinking more and more about creating businesses rather than being employed by one. For graduate students, the grim reality of the oversupply of PhDs relative to available faculty positions requires them to develop different skill sets to transition to careers outside of academia. If universities are going to exploit the best new ideas emerging from their research, especially in regions where entrepreneurship is lagging, they are going to have to devote resources to create these competencies in their student body.

Certain individuals are serial entrepreneurs by their very nature, but others with an entrepreneurial bent benefit from more formal training about the realities of the business world and how to make the transition to it. In a recent discussion, a colleague described a situation in most universities where EECS students are told that their degree will help them land a job at Google whereas students at MIT and Stanford are told their degree will help them create the next Google. This attitude helps them foster and maintain the entrepreneurial environment to which most other universities aspire. Supporting entrepreneurship does create real challenges for research universities. How much time should students spend honing their entrepreneurial skills relative to pursuing their research program? For faculty with research funding, such things can be distractions that compromise the larger research program in their laboratory, upon which they are ultimately judged by both their peers and the institution. For the student, the reputational cost to their future by "stepping away" to pursue their entrepreneurial passion may far outweigh the low financial opportunity cost.

Many universities are actively supporting and rewarding entrepreneurial activities by faculty and students. They are encouraging this behavior by creating formal and informal programs that expose all levels of researchers to business culture, and financial and strategic decision-making processes in investment and business development. At UCSF, graduate students at the completion of the bulk of their research program are offered the opportunity for "Internships in Career Exploration" where they can spend three months working in business environment other than university research laboratories (such as law firms, venture capital companies, and corporate research laboratories) to gain perspective on future career choices.

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Caution should be taken when thinking about ways to reward entrepreneurial activities by faculty, especially equating disclosures and patenting with peer reviewed scholarly publications. To be awarded a patent does require the idea to meet the standards of novelty, non-obviousness and utility, but this does not rise to the same standard as traditional publication, is far more expensive and not covered by traditional research grant funding. Overly emphasizing entrepreneurship over scholarship also creates schisms in the academy as many important disciplines do not provide opportunities for entrepreneurial endeavors, thereby creating dissent and division within the institution.

Many schools have some form of competition where groups of students from different areas collaborate to identify technologies that have market opportunities and create financial and marketing plans to realize the vision. These plans are often judged by local investors and business leaders. While many are merely “course work requirements” some turn into real business opportunities. HERC could sponsor a state-wide business plan competition to showcase the “best of the best” to an Idaho-wide audience, including potential investors from around the region. A modest financial incentive for state-wide winners to take the next step to create the business they envisioned would also support the goal of creating new companies. Using local entrepreneurs and business leaders also increases engagement of this sector with the entire university community, not just the institution that happens to be nearby.

Another option for HERC to consider is sponsoring the creation of Idaho-centric networks of individuals with affinity to the state to advise new and emerging companies. While not having a deep reserve of entrepreneurial talent, Idaho can recruit university alumni, existing businesses entrepreneurs and even “recreational” visitors with investing and entrepreneurial connections to create a pool of talent to whom budding new business can turn to for advice. Such groups can also provide input into decisions on which projects to support through strategic investment of State funds.

5. Enhancing new business creation through modest investment in individuals, technologies and companies

Creating new businesses requires a combination of great new ideas, risk-tolerant investment and entrepreneurial management operating in a socio-political environment that supports both businesses and their employees. Idaho could enhance venture-creation by modest investments in individuals, technologies and companies seeking to create opportunities in the state.

Entrepreneurship education is becoming almost mandatory for 21st century research universities. Idaho could enhance the entrepreneurial culture by challenging its research universities to develop programs that give budding entrepreneurs the knowledge and experience they need to succeed. Without being proscriptive, Idaho could provide modest financial support, possibly as Entrepreneurial Fellowships that allow scientists and engineers to grow their entrepreneurial talents. Fellowships could include participation in existing formal programs, such as i-Corps, or by working with mentors to

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create business opportunities around emerging technologies from the university community.

Technologies created by universities are rarely at the level of development that attracts early stage investment. Idaho could support new business creation by establishing a state-wide mechanism that funded commercial proof-of-concept research that demonstrated the commercial utility of promising new discoveries. Such a state-wide mechanism would ensure that no matter where the technology originated, resources were available to take it to the next stage in its evolution. Any such program has to develop guidelines and parameters for funding that ensure that it does not become a *de facto* extension of other basic research programs, but is focused on funding studies that address the critical go/no-go decisions that investors require before backing these new ideas with their capital. It is critical in such programs that the selection criteria and decision-making process balance both scientific reality and commercial viability. Decisions must be isolated from any implicit or explicit political pressures within individual institutions, while still being receptive to feedback from technology commercialization professionals on the campus with local knowledge of the invention and/or the proposed commercial development team.

Lastly, companies attempting to develop new technologies into viable businesses could benefit from an infusion of very early stage capital to help them achieve the business milestones needed to secure traditional follow-on funding. Many universities recognize this “gap” and are attempting to bridge it with funding for early stage companies. Any such program cannot be the “funds of last resort” but a prudent and thoughtful approach to funding could help new companies succeed. Funding could take the form of convertible debt that is either repaid or converted into traditional equity in a series A funding round. As state entities are generally prohibited from holding and managing equity, any equity obtained in such a program could be held by existing university foundations and the proceeds from liquidating that equity be dedicated to supporting the next generation of entrepreneurial businesses based on university technology. Another alternative that is employed by many other States (including Connecticut, Florida, Hawaii, Kansas, Kentucky, Michigan, Montana, Nebraska, Oklahoma, South Carolina and Virginia) is to create a funding program that “matches” Federal SBIR or STTR grant programs. Such matches can help fledgling companies build scientific and business infrastructures that help secure follow-on funding and rely on the existing SBIR/STTR review processes to identify businesses worth of additional public support.

Given the scale of Idaho’s university-based research enterprise, the total funding require for the above three programs would be quite modest. UC, with a research expenditure base of roughly \$5 Billion estimates the need for entrepreneurship, proof of concept and seed-stage funding at approximately \$10-\$20 Million annually.

H. Conclusion

This review of the technology commercialization infrastructure at Idaho's research universities reveals that, while small on the scale of the leading U.S. research universities, these programs are operating reasonably well given the size and the unique geographical and historical characteristics of Idaho's institutions. It does not appear that much real benefit can be gained by "centralizing" functions in an attempt to create either economies of scale or "standardized" processes. All technology commercialization operations have to recognize that success is largely dependent on creating and managing strong, trust-based relationships with all constituent stakeholders, and that this is best achieved by skilled individuals who operate at the interface between stakeholder groups by employing the appropriate tools and resources. In fact, evidence from many large systems, including UC, and most recently the National Institutes of Health, is that centralized management of technology commercialization tends to create dysfunction rather than efficiency. The most appropriate approach to optimizing outcomes that support economic development is to resource and empower local structures (with appropriate oversight) that understand the technology, the aspirations of the individuals who will champion it, and the needs of innovative companies that are essential to realizing this objective.

On the other hand, as described above, Idaho can take steps to enhance the broader technology commercialization capacity and competency of its institutions. Initiatives such as those outlined in this report are being pursued at both local and state levels around the U.S. and any decision by Idaho to pursue a particular option would benefit from an in-depth review of the best practices of analogous programs, which is necessarily beyond the scope of this review.

The funding environment in which U.S. research universities operate and the expectations of national, regional and local governments are evolving rapidly. Idaho needs to be able to embrace and adapt to these changes to ensure that its research universities continue to deliver a high quality education experience that is relevant to the future aspirations of its students and also create strong and durable links to industry that enhance their ability to create economic value for Idaho.

University of California Policy

Principles Regarding Future Research Results

I. POLICY SUMMARY

The Principles Regarding Rights to Future Research Results in University Agreements with External Parties establish the fundamental parameters for negotiating agreements with external parties to address rights and obligations associated with future University research results. This policy applies to any UC agreement with others that addresses future research results, whether that agreement is administratively managed as a contract or grant, a procurement, a sales and services contract, or is in another form.

Rights and obligations associated with future research results shall be based on the following principles:

1. Open Dissemination of Research Results and Information
2. Commitment to Students
3. Accessibility for Research Purposes
4. Public Benefit
5. Informed Participation
6. Legal Integrity and Consistency
7. Fair Consideration for University Research Results

8. Objective Decision-Making

II. DEFINITIONS

Not applicable

III. POLICY TEXT

Preamble

This policy defines the core principles to be addressed in University agreements with external parties as to rights to future research results including patents, copyrights, tangible property, and data generated by the University community or through the use of University resources.

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The University increasingly is called upon to participate in a broad spectrum of research relationships with governmental agencies, nonprofit foundations, and industry. Such relationships encompass traditional extramural research funding arrangements, research collaborations, multi-party research consortia, visits by others to University laboratories, student and faculty visits to external laboratories, and use of University equipment and facilities by others. Other University relationships with external parties, such as purchasing or real estate transactions, may also have implications for future University research results. Properly cast, all such relationships can help both the University and the external party advance their respective and mutual research interests.

Each University agreement with an external party must recognize the importance of managing the results of research to enhance the teaching and research programs of University faculty, researchers, students, and postdoctoral scholars. To ensure the long-term success of such relationships, agreements should acknowledge the participants' respective contributions, understanding that parties may have divergent interests in the results of research. Regarding technologies and other results arising from research they support, industry partners may rely upon strong patent or proprietary positions to gain competitive positions in the marketplace. The University has a commitment to make the fruits of its research widely available through publication and open distribution of research products. The University also seeks to protect the viability of its research programs, to foster open inquiry beyond the interests of any one research partner, and to recognize its fiduciary responsibility as the beneficiary of a publicly-funded research infrastructure.

Principles

For University relationships with external parties to succeed, agreements must address the parties' interests in future research results through flexible application of fundamental principles to a broad range of specific circumstances. Rights and obligations associated with future research results shall be based on the following principles:

1. **Open Dissemination of Research Results and Information**

Agreements with external parties shall not abridge the ability of University researchers to disseminate their research methods and results in a timely manner. The most fundamental tenet of the University is the freedom to interpret and publish or otherwise disseminate research results in order to support the transfer of knowledge to others and maintain an open academic environment that fosters intellectual creativity.

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2. **Commitment to Students**
Agreements for research relationships with external parties shall respect the University's primary commitment to the education of its students.
3. **Accessibility for Research Purposes**
Agreements with external parties shall ensure the ability of University researchers to utilize the results of their research to perform future research.
4. **Public Benefit**
Agreements with external parties shall support the ability of the University to make available for the public benefit in a diligent and timely manner any resulting innovations and works of authorship.
5. **Informed Participation**
All individuals involved in research governed by a University agreement with an external party shall have the right and responsibility to understand the rights and obligations related to future research results embodied within the agreement.
6. **Legal Integrity and Consistency**
Commitments concerning future research results made in agreements with external parties shall be consistent with all applicable laws and regulations and the University's contractual obligations to others.
7. **Fair Consideration for University Research Results**
Agreements with external parties shall provide fair consideration to the University and the general public for granting commercial access to future University research results.
8. **Objective Decision-Making**
When establishing or conducting University relationships with external parties, decisions made about rights to future research results shall be based upon legitimate institutional academic and business considerations and not upon matters related to the personal financial gain of any individual.

IV. COMPLIANCE / RESPONSIBILITIES

These principles shall apply to all University agreements with external parties that impact rights to University research results, whether such agreements are administratively managed as contracts and grants, as

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procurements, as sales and services contracts, or as other forms of agreement.

Although this Policy is applicable to the three Department of Energy National Laboratories, allocation of rights under various agreements at the Laboratories may be subject to overriding obligations of The Regents under DOE operating contracts.

Responsibilities:

The Senior Vice President--Business and Finance shall develop appropriate delegations of authority, administrative guidelines, and accountability measures to support campus and Laboratory activity in this area.

V. PROCEDURES

University relationships with external parties are most efficiently established and managed by delegating appropriate authority to well-trained campus and Laboratory negotiators for development, negotiation, and execution of a broad range of tangible and intellectual property rights arrangements. Each such arrangement must be consistent with the provisions of this policy, but may be tailored specifically to particular circumstances. Since disposition of research results arising from such relationships is based on both University academic and business considerations, it is important that authorized University contracting personnel and University academic personnel together participate in and take responsibility for decisions concerning such arrangements.

UNIVERSITY LICENSING GUIDELINES (revised 2/1/12)

The purpose of licensing University intellectual property (IP) rights and materials is to encourage the practical application of the results of University research by industry for the broad public benefit; meet our obligations to sponsors of University research; build research relationships with industry partners to enhance the research and educational experience of researchers and students; stimulate commercial uptake and investment; stimulate economic development; and ensure an appropriate return of taxpayer investments in University research. Financial returns from technology licensing provide additional support for research and education, an incentive for faculty retention, and support of the University technology transfer program. Technology Managers (TM) within University authorized licensing offices (ALO) are charged to pursue these objectives in licensing University IP. In carrying out their duties, TMs are called upon to make complex licensing decisions based upon a multiplicity of facts and circumstances and by applying their professional experience, in consideration of the following guidelines.

These guidelines describe the many considerations that go into a licensing decision--and are not a statement of University policy. They may be used in specific cases as part of the complex licensing decision-making process, as the TM finds them applicable. They provide general guidance, and the relevance, irrelevance or weight that should be given to any particular guideline in any specific case is one of the several matters the TM must judge based on his/her professional experience. These guidelines are not intended to include all considerations for all licensing opportunities. For example, inventors' recommendations regarding the disposition of the IP rights associated with their inventions represent one factor among many to be considered. These guidelines are not intended to dictate a particular approach in any situation. Each licensing opportunity is unique based on multiple factors including: the nature and stage of development of the technology; the breadth and complexity of the potential fields of use; the product development path and timeline; the extent of intellectual property protection; the

relevant markets and market niches; specific campus practices; unique needs of prospective licensees; ethical considerations for the use of future products; and emerging issues, among other elements. All factors require careful consideration in developing a relationship with a prospective licensee, and the TM needs tremendous flexibility to address each of these issues. Further, the result of any one licensing decision may or may not be appropriate to another similar situation, as changes in knowledge and individual factors should be taken into consideration for each case-specific circumstance.

On March 6, 2007, the University endorsed the “Nine Points to Consider” that articulates some key issues that the TM should take in consideration when evaluating a possible licensing arrangement. TMs should familiarize themselves with the Nine Points to Consider.

[http://www.autm.net/source/NinePoints/ninepoints_endorsement.cfm]

In its IP licensing practices, the University reserves the right, to the fullest extent permitted by law, to exercise decisions regarding its choice of licensee, the extent of rights licensed, and a refusal to license to any party. In part, the relevant law includes

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U.S.C. 271(d) and the Constitution of the State of California, Article IX, Section 9 whereby the University manages its property as a public trust as a constitutional corporation of the State of California.

GUIDELINES

1. *The primary objective in developing a patenting and licensing strategy for an invention should be to support the education, research, and public benefit mission of the University.*

The University Patent Policy recognizes the need for and desirability of broad utilization of the results of University research, not only by scholars but also for the general public benefit, and acknowledges the importance of the patent system in providing incentives to create practical applications that achieve this latter goal.

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In addition, with respect to federally-funded inventions (which comprise a large portion of the University's invention portfolio), the Bayh-Dole Act (35 U.S.C. 200-212) requires the University's use of the patent system

“to promote the utilization of inventions arising from federally supported research or development; to encourage maximum participation of small business firms in federally supported research and development efforts; to promote collaboration between commercial concerns and nonprofit organizations, including universities; to ensure that inventions made by nonprofit organizations and small business firms are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery; to promote the commercialization and public availability of inventions made in the United States by United States industry and labor; to ensure that the Government obtains sufficient rights in federally supported inventions to meet the needs of the Government and protect the public against nonuse or unreasonable use of inventions; and to minimize the costs of administering policies in this area.”

The TM is responsible for crafting a technology management strategy that supports the education, research, and public service mission of the University, which requires establishing a delicate balance of priorities between the timely transfer of technology to industry for commercialization while preserving open access to research results for use by the University and the research community.

One consideration is whether or not to seek patent protection of the invention and where such protection should be sought. Patent protection may provide the incentive for an industry partner when significant further private investment is necessary to commercialize the discovery, such as expensive regulatory hurdles or infrastructure requirements. Conversely, some industries employ an open access technology development strategy through non-exclusive licensing practices in order to stay competitive in the marketplace.

For diseases that disproportionately affect developing countries, one approach might be to seek protection only in developed countries to allow a company to obtain a return on its investment by excluding competition while allowing others in developing countries, including generics manufacturers, to provide the same product without having to enter into a license agreement with the University.

A primary licensing decision is whether to license exclusively or non-exclusively. The TM should consider licensing either non-exclusively, or exclusively within specific fields-of-use when an invention is broad in scope and can be used in multiple industries as well as for a platform technology that could form the basis of new industries. For example, if a technology will create the greatest public benefit if it becomes an industry standard, the TM should consider making it readily accessible to all interested parties unless significant investment or other factors require exclusivity to incentivize the realization of the commercial potential. Alternatively, the TM should (absent any third party obligations) consider foregoing the patent process and put the invention in the public domain by way of appropriate publications.

In general, TMs should consider granting exclusive licenses to inventions that require significant investment to reach the market or are so embryonic that exclusivity is necessary to induce the investment needed to develop and commercialize the invention. Frequently, new drugs or other technologies requiring time-intensive and capital-intensive development require exclusive licensing. Such technologies require a company willing to dedicate financial resources and the additional research to realize the commercial potential.

Alternatively, an exclusive “field-of-use” license is a way to create market incentives for one company while enabling the University to identify additional licensees to commercialize the invention in additional markets. In some cases, a limited-term exclusive license that converts to a non-exclusive license can be an effective strategy to meet the public benefit objective.

The licensing strategy should ensure prompt broad access to unique research resources developed by the University. For example, where an invention is useful

primarily as a research tool, the TM should carefully consider the choice of an exclusive or non-exclusive license because certain licensing practices could thwart rather than promote public access to the invention (See Technology-specific Considerations below.)

2. University must meet existing third party obligations

Research projects increasingly involve a multiplicity of third party agreements and relationships. For some inventions, the University will have existing licensing obligations to a company or other research partner based upon contractual commitments made under sponsored research, material transfer, database access, inter-institutional, or other third-party IP agreements. TMs shall seek to identify all licensing obligations to third parties so that such obligations can be met. While the primary method for identifying these obligations is the inventor(s)' entries on the Record of Invention (ROI) form, the TM is encouraged to verify the completeness or accuracy of the ROI listing. Among the resources that should be pursued to identify such obligations are the TT 100

Form (Inventor/Author Statement Concerning Involvement in Licensing Decisions) and documents filed with the inventor's department [Report of Category I and II Compensated Outside Professional Activities and Additional Teaching Activities (APM

25) and Form 700 Statement of Economic Interests (past and present)].

Direct discussions with the inventor(s) and/or review of systemwide and local contract and grant databases may help determine whether the appropriate agreements are identified (including through the Web-based Operational Tools resources provided through UCOP's Research Policy Analysis & Coordination website). Careful review of these agreements is critical to understanding the nuances of any third party obligations. Copies of any relevant agreements should be retained in the licensing file for future reference and to document the basis for decisions affecting the status of such third party obligations.

In addition, the TM should evaluate any other factors that may affect the University's right to license the invention. The TM should investigate whether an inventor's

disclosed invention entails a possible claim to prior ownership rights by a third party based upon the inventor's previous or current outside activities, for example, consulting arrangements, visiting scientist agreements, inventor start-up companies, and other contract obligations, particularly in light of court decisions (e.g. *Stanford v. Roche*, Fed Cir., 2009).

3. *The selected licensee should be capable of bringing the invention to the marketplace.*

Where no prior licensing obligations exist, or where additional licensing rights remain after prior obligations are met, the TM should seek licensees capable of bringing the invention to the marketplace in a timely manner. While often only one potential licensee comes forward for any given University invention, the TM should nevertheless assess the potential licensee's technical, managerial and financial capability to commercialize the technology. From a programmatic perspective, licensing preference should be given to small business concerns, when appropriate, pursuant to federal law and regulations, provided such small businesses appear capable of bringing the technology to the marketplace.

These guidelines provide the TM with a resource for selecting a licensee for individual inventions. TMs should use care when licensing multiple technologies, invention portfolios, or a single technology with multiple variant applications to a single commercial organization to ensure that the licensing strategy meets the University's desire to maximize public benefit.

For example, in selecting a licensee, the TM, should consider whether the potential licensee:

- has a general business plan that delineates a clear strategy to commercialize the invention

- has or can secure the technical, financial and personnel resources to develop and commercialize the invention in a timely manner

has experience relevant to developing and commercializing the invention has appropriate marketing capabilities

possesses a strong desire and commitment to make the product/technology a success

is able to meet any regulatory requirements needed to commercialize the technology

has, or can develop sufficient capacity to satisfy the market demand for the technology

demonstrates commitment to the University's invention in light of other technologies competing for resources in the company

has goals that generally align with those of the University with respect to public benefit

The TM should obtain and retain documents that address the licensee's ability to bring the technology to the market. In the case of a start-up company, not all factors necessary to commercialize the technology may be present at the outset. The TM should consider whether the start-up has an appropriate level of resources and technical capabilities, given the development stage of the company and the nature of the invention, as well as whether the start-up has the potential to acquire the necessary resources to successfully develop and market the technology in a timely manner.

4. *The license agreement should include diligence terms that support the timely development, marketing, and deployment of the invention.*

The TM should include diligence provisions in a license agreement to ensure that the licensee develops and commercializes the invention in a timely manner, especially when an invention is exclusively licensed. The University's commitment to public benefit is not met by allowing an invention to languish due to a licensee's lack of commitment, "shelving" the technology to protect its competing product lines, or inadequate technical or financial resources. Appropriate diligence provisions are

invention-specific and will vary depending on the circumstances. Common diligence obligations that a TM should consider include:

the amount of capital to be raised (for a start-up) or the amount of funding committed (for an existing business) by the company to support the technology's development.

specific dates by which the licensee must achieve defined milestones, such as: secure levels of regulatory approval; make a working prototype; initiate beta testing of a licensed product; receive formal market/customer feedback; achieve specific prototype performance thresholds (such as efficiency or size); establish a production facility; first sell the commercial product; or achieve a certain level of sales

To ensure that the University continues to manage its technologies as assets for the public's benefit, clearly defined diligence provisions allow verification of the licensee's compliance with its diligence obligations. Therefore, the licensing agreement language should be sufficiently specific so that both parties can determine whether the diligence obligations have been met. Further, the license should provide a remedy for failure to meet diligence obligations, such as termination of the license or, in the case of an exclusive license, a reduction to a non-exclusive license.

5. *The University should receive fair consideration in exchange for the grant of commercial licensing rights.*

The TM should ensure that University receives fair consideration for commercial licenses of its inventions (as public assets created using public funds, supplies, equipment, facilities, and/or staff time) to private entities. Generally, the value of the consideration received by the University should be based on the licensee's sale or distribution of licensed products or licensed services by the licensee. Other factors that impact the negotiation of the University's consideration may include:

the type of technology and industry

the stage of development and market consideration

the perceived value to the licensee's business and competitive position ("must-have" vs. "nice-to-have")

the market potential, contribution of the technology to market penetration, and market sector dynamics (i.e. growing, static, declining?)

the projected cost and risk of product development and marketing

the competitive advantage over alternative products; is the invention a seminal "game-changing" one or an incremental improvement?

the likelihood of competing technologies

the net profit margin of the anticipated product

comparable prices for similar technologies or products

the scope and enforceability of the University's patent claims, extent of freedom-to-operate required, and years remaining on patent term

the projected decrease in the cost of production or R&D expenditures

the scope of license (exclusive/nonexclusive, narrow/broad fields of use, U.S./non-U.S.)

the opportunity for accelerated time to market based upon the necessity for meeting a critical public need.

In general, the fair consideration to the University should be in cash, but other forms of consideration may be accepted in partial lieu of cash fee(s) such as equity in the company (discussed below). The form of such consideration negotiated by the TM may vary widely based on case-specific factors.

The TM should consider including some or all of the following elements as part of the consideration:

Reimbursement of University's patent costs:

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The licensee pays for domestic and/or foreign patent applications either through an up-front fee that covers past and future costs and/or through a requirement to reimburse past, present and future costs upon invoicing by the University.

Where the technology is licensed to multiple parties, reimbursement may be done on a

pro-rata basis. Full reimbursement by an exclusive licensee is standard University practice.

License Issue fee:

The licensee pays a fee to the University upon final execution of the license agreement either in a lump sum or on an agreed upon schedule. The amount of this fee should reflect the value of the invention at the time it is made available to the licensee. Such fees range widely, depending on the circumstance. Under some circumstances, the issue fee for small companies or start-ups may be partially postponed until sufficient investment capital is secured, or may be replaced in part by the University's acceptance of equity in the company (see *Equity* below).

Running royalties:

The licensee pays ongoing consideration to the University in the form of a running (or earned) royalty, typically calculated as a percentage of net sales or use of licensed products or services that incorporate the technology. Such royalties should not be "capped" at a pre-determined dollar level, as the University should share fully in the success of any commercial use of technology made available to the licensee. In some rare cases, a running royalty value may be difficult to assess due to the particular market and the type of products being developed. In such cases a fixed amount for each unit of licensed product sold or a one-time or annual fee may be contemplated, where the fee should reflect the value of the invention over the projected length of patent protection (both U.S. and foreign).

Annual maintenance fee/minimum annual royalty:

The licensee pays an annual license maintenance fee which serves as a form of diligence and represents the licensee's continuing interest in and a financial commitment to commercialize the invention. A minimum annual royalty begins in the first year of commercial sales and serves not only as a diligence obligation but also incentivizes the licensee to achieve sales generating royalties that meet or exceed the minimum annual royalty. Typically, annual maintenance fees cease after commercial sales begin when they are replaced by the minimum annual royalty. Minimum annual royalties, if paid in advance, are generally creditable against the running royalty due that year. The TM may use these fees singly, in combination, or not at all as judgment dictates, however, including such fees not only creates diligence obligations but also provides annual income to support the University's research and education mission.

Sublicensing fees:

Under an exclusive license where the licensee is permitted to transfer rights to third parties (a sublicense), the licensee pays the University consideration for sales or use of licensed products or services by its sublicensees. The University should receive a fair share of all consideration, including royalty and non-royalty income, received by the licensee from the sublicensee. It is University practice not to include sublicensing rights under its non-exclusive licenses as the granting of such rights could place the licensee in direct licensing competition with the University, except in those cases where the sublicensee's activities are necessary for the sublicensor to commercialize the licensed technology (e.g. sublicensee is a contract research organization or contract manufacturer providing a vital component to the sublicensor necessary for the licensed technology, etc.).

Equity:

To encourage commercialization of University technology, the TM may accept equity in a company as partial consideration for invention licensing pursuant to

the University *Policy on Accepting Equity when Licensing University Technology*. This option may be particularly useful in working with small or startup companies where financial considerations limit the company's and its investors' willingness to pay cash to the university for licensing costs, such as license issue fees and annual maintenance fees. When accepting equity, TMs should consider the risk-adjusted value of equity and the potential loss of value associated with dilution of equity.

Other:

The TM may negotiate forms of consideration other than those described above, such as milestone payments upon the completion of certain licensed product development events or upon financing or investment triggers (e.g., investment rounds, merger or acquisition, or a public stock offering). Other unique exchanges of value occasionally may be appropriate forms of fair consideration. The TM should note, however, that such non-monetary forms of consideration (other than equity) fall outside the royalty-sharing provisions of the University Patent Policy. The TM should take care to not designate research funding as a form of consideration in a license as license income is subject to the royalty-sharing provisions of the University Patent Policy whereas research funding is not consideration for a license but is fixed at a level to pay for the cost of conducting the research (*Singer v. The Regents*, 1996).

Finally, the TM should be aware that "overly-aggressive" negotiation of financial consideration may impede commercialization of an invention and may not be consistent with certain research sponsor guidelines (e.g., Federal, State, or non-profit extramural sponsorship policies). However, undervaluing a commercial license reduces the additional monetary support for research and education and compromises the principle of seeking a fair return on the public asset that is the University's technology. The TM should weigh all appropriate factors discussed above in crafting a commercial license to create an optimal structure and fair consideration.

6. *The license agreement should support the academic principles of the University.*

The TM should ensure that the provisions of the license agreement support the University's academic teaching and research mission, including the following concerns:

Open Dissemination of Research Results and Information:

License agreements with external parties shall not limit the ability of University researchers to disseminate their research methods and results in a timely manner. The most fundamental tenet of the University is the freedom to interpret and publish, or otherwise disseminate, research results to support knowledge transfer and maintain an open academic environment that fosters intellectual creativity.

Accessibility for Research Purposes:

The TM should ensure that the license agreement protects the ability of University researchers, including their student and research collaborators, to use their inventions in future research, thus protecting the viability of the University's research programs. The University has a commitment to make the results of its research widely available through publication and open distribution of research products for verification and ongoing research. The University also seeks to foster open inquiry beyond the interests of any one research partner, particularly where the invention is a unique research tool (see Guideline 10). One way in which the University addresses this is through the retention in the license agreement of the University's right to use and distribute inventions to other non-profit research institutions for research and educational purposes.

A more detailed discussion of these concepts can be found under Principles Regarding Rights to Future Research Results in University Agreements with External Parties (<http://www.ucop.edu/ott/genresources/principles.html>).

7. *Licensing activities should be carried out within delegated authority.*

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Licensing of University inventions may be carried out only by University personnel who are operating under a formal delegation of patenting and licensing authority. TMs shall conduct licensing activities within the parameters of that delegation.

In those cases where a licensee wishes to support future research at the University, where the diligence terms of the license agreement addresses such research funding by the licensee, and/or resulting inventions are otherwise addressed in a license agreement, the TM must obtain approval of the involved principal investigator(s) or affected inventors and, in the case of prospective research sponsored by the licensee, the appropriate University Contract and Grant Officer.

TMs shall not grant rights to inventions made by University employees at other campuses or national laboratories without appropriate coordination and authority.

8. *The license agreement should be approved as to legal integrity and consistency.*

In order to ensure that the University has the right to enter into licensing discussion, the TM should ensure that the inventors have signed both a University Patent Acknowledgement (updated 2011) and/or an actual Assignment Agreement that confirms the University's ownership in the invention and that includes a present assignment of invention rights.

In determining the rights that can be granted in a license agreement, the TM should ask the inventors about past and present sponsors of their research, material providers, and independent consulting and other agreements (e.g., visitor, confidentiality, etc.) they have signed that could be related to the invention to determine if conflicting obligations exist between such agreements and the proposed license.

The TM shall ensure that the provisions of the license agreement are reviewed and approved by the University Office of General Counsel or Laboratory Counsel, and comply with University policies with regard to legal integrity and consistency, including the following concerns:

Use of Name:

The TM shall ensure that the license agreement prohibits the use of the University's name, or the names of its employees, to promote the licensee or its products made under the license agreement, unless specifically approved by authorized University personnel. The license may provide limited use of the University's name where required by law, to give effective legal notice such as a copyright mark, or to make a statement of fact regarding the origin of plant material.

Indemnification:

The TM shall ensure that the license agreement contains an indemnification provision under which the licensee assumes all responsibility for any product or other liability arising from the exercise of the license covering the invention. The licensee should assume all responsibility as it has complete control over product development while the University only provides rights under the patents it holds.

Limitation of Liability:

The TM shall ensure that the license agreement contains a provision that limits the University's liability for any damages that may result from the licensee's acts under the license agreement (e.g., intellectual property infringement, lost profits, lost business, cost of securing substitute goods, etc.).

Insurance:

The TM shall ensure that the license agreement requires the licensee to carry sufficient insurance or have an appropriate program of self-insurance to meet its obligations to protect the University, and provide evidence of such.

Limited Warranty:

The TM shall ensure that the license agreement contains a limited warranty provision stating that nothing in the license shall be construed as (i) a warranty or representation regarding validity, enforceability, or scope of the licensed patent rights; (ii) a warranty or representation that any exploitation of the licensed patent rights will be free from infringement of patents, copyrights, or

other rights of third parties; (iii) an obligation for the University to bring or prosecute actions or suits against third parties for patent infringement except as provided in the infringement provision of the license; (iv) conferring by implication, estoppel, or otherwise any license or rights under any patents or other rights of University other than the licensed patent rights, regardless of whether such patents are dominant or subordinate to the licensed patent rights; and (v) an obligation to furnish any new developments, know-how, technology, or technological information not provided in the licensed patent rights.

Patent Prosecution:

The TM shall ensure that the license agreement contains a patent prosecution provision that stipulates the University will diligently prosecute and maintain the patent rights using counsel of its choice who will take instructions solely from the University. The University will use reasonable efforts to amend any patent application to include claims requested by the Licensee. For an exclusive license, all such costs will be borne by the licensee. For non-exclusive licenses, a

common practice is for each licensee to pay a pro-rata share of such costs.

Patent Infringement:

The TM shall ensure that an exclusive license agreement contains a patent infringement provision that stipulates that neither the University nor the licensee will notify a third party (including the infringer) of infringement or put such third party on notice of the existence of any patent rights without first obtaining consent of the other party; with additional language that addresses infringement notification process, participation, control and prosecution of the suit, and payment of costs and sharing of awarded damages.

Third Party Obligations:

The TM must assess the impact of third party obligations on the licensing decision as discussed under the second guideline above.

9. *All decisions made about licensing University inventions should be based upon legitimate institutional academic and business considerations and not upon matters related to personal financial gain.*

It is important that the TM conduct the technology transfer process, including patenting, marketing, and licensing in a manner that supports the education, research, and public service missions of the University over individual financial gain.

Because TMs and inventors may have the opportunity to influence University business decisions in ways that could lead to personal gain or give advantage to associates or companies in which they have a financial interest, the TM and the inventor must comply with existing University policy and State law concerning such potential conflicts of interest. Under State conflict of interest law, any University employee or representative is prohibited from making, participating in making, or influencing a University decision (including selection of licensees and other decisions made in the course of commercializing University technology) in which they have a personal financial interest. Certain specific actions may be taken, however, consistent with University policy and State law, to allow participation in the licensing process by such inventors. An inventor's expectancy of receiving money or equity as inventor share under the University Patent Policy is not a disqualifying financial interest.

For TMs who have a personal financial interest in potential licensees, this situation can be readily managed by having the invention case assigned for management to another TM without a financial interest. For inventors who have a personal financial interest in potential licensees, another individual with appropriate scientific and technical background may be able to carry out the duties and responsibilities typically handled by the inventor. In both cases, personal disqualification requirements would need to be satisfied under University policy and State law.

University inventors, however, may not be able to reasonably remove themselves from involvement in the process under disqualification requirements as their expertise and input may be essential to successful technology transfer. It may be necessary for the

inventor to work closely with the TM and with potential licensees, or involve themselves in companies that are potential licensees, with the objective of commercializing University inventions, even when they have a personal financial interest. It is in this context, when the inventor is involved in the process, that the selection of a licensee and other commercialization decisions may have the potential to raise concerns about conflicts of interest. Some inventor contributions to the licensing process are primarily technical advice and do not constitute "participation in" or "attempting to influence" a licensing decision under State conflict of interest law. They are called "ministerial." An action is ministerial, even if it requires considerable expertise and professional skill, if there is no discretion with respect to the outcome. Thus an inventor can provide technical or scientific information about an invention where necessary without being considered to be participating in a licensing decision. This exception, however, does not apply to technical tasks such as most data gathering or analysis in which the inventor makes professional judgments which can affect the ultimate decision in question.

Therefore, the TM and inventor(s) should discuss: i) the disqualification option; ii) an approach to and level of inventor involvement in the technology transfer process; iii) compliance with University policy and State law concerning potential conflicts of interest; and (iv) where helpful, these University Licensing Guidelines.

In general, the role in the technology transfer process of any inventor who has a personal financial interest in a potential licensee should be kept to the minimum necessary to successfully achieve the University's objectives in patenting, marketing, and licensing. When an inventor has a personal financial interest in a potential licensee and does not fully disqualify him or herself from involvement in the process, an independent substantive review (Licensing Decision Review - LDR) and recommendation concerning the licensee selection and other licensing decisions is required. Thus, both the TM and the inventor should understand that the extent to which the inventor is involved in the technology transfer process may be a factor in the considerations and ultimate recommendations of the LDR body. The LDR body, composed of one or more qualified individuals with appropriate expertise, knowledge

and professional judgment, must independently check the original data and analysis upon which recommendations for the selection of licensees and for other licensing determinations were made by the TM and make its own independent recommendations concerning those decisions.

The TM must ensure that disclosure and management of potential inventor conflicts of interest are handled in accordance with OTT Guidance Memo No. 01-02, "Managing Potential Conflicts of Interest in Licensing under the California Political Reform Act."

By doing so, the TM can help ensure that the inventor may continue to participate in the

technology development process while remaining in compliance with University policies and State law in this area. Future issues may arise, such as an inventor's desire to bring technology back to the University for further testing, development, and purchase for use in the lab as the licensee further develops the technology. If the TM becomes aware of such issues, the TM should ensure that other University officials impacted by such activities on the part of the inventor (e.g., procurement, C&G office, Conflict of Interest review board, etc.) are educated about the rationale and processes needed for a successful technology transfer program.

10. Technology-specific Considerations

The following guidance supports a general understanding of the objectives, practices and issues involved in the University licensing program with respect to specific technologies. The licensing strategies described herein are not intended to be applied in an absolute or mechanical manner. Each licensing decision is unique and a matter of professional judgment. The University's ALOs retain complete discretion in choosing the appropriate licensee and technology management strategy for its technologies.

Research Tools

In determining an appropriate licensing strategy for an invention that is used primarily as a research tool, the TM should analyze if further research, development and private investment are needed to realize this primary usefulness. If it is not, publication, deposition in an appropriate databank or repository, widespread non-exclusive

licensing, or electing not to file a patent application may be the appropriate strategy. Where private sector involvement is necessary to assist in maintaining (including reproducing), and/or distributing the research tool, where further research and development are needed to realize the invention's usefulness as a research tool, or where a licensee has the ability to enhance the usefulness, usability, or distribution of the research tool, licenses should be crafted with the goal of ensuring widespread distribution of the final research tool to the research community. Any such license should also contain a provision preserving the University's ability to continue to practice the licensed invention and allow other educational and non-profit institutions to do so for educational and research purposes. If carefully crafted, exclusive licensing of such an invention, such as to a distributor that will sell the tool or to a company that will invest in the development of a tool from the nascent invention, could support the University's objectives.

One particular concern is royalties assessed on sales of products that are developed using (directly or indirectly) a University invention that is a research tool ("reach-through" royalties), rather than assessed on products actually incorporating the University invention. The TM should note that reach-through royalties may impede the scientific process or create unreasonable restrictions on research and therefore generally should be avoided. Licensing of research tools should encourage prompt and broad access through a streamlined process. For NIH-funded inventions, see the NIH "Principles and Guidelines for Recipients of NIH Research Grants and Contracts on Obtaining and Disseminating Biomedical Research Resources."

[http://www.ott.nih.gov/policy/rt_guide_final.html]

Global Health

While many of the licensing strategies discussed below are presented in the context of global health issues, such strategies are equally applicable to other current and future emerging technologies that can be used to support humanitarian efforts in underprivileged populations (e.g., clean water, sustainable sources of energy, food sources, etc.).

As innovative healthcare technologies are discovered and, after meeting extensive development and regulatory hurdles, introduced as publicly available therapeutic or diagnostic products, the ability of underprivileged populations to access and afford these technologies may be constrained by price or distribution. In particular, healthcare and agricultural products may not be readily accessible and affordable to the world's poorest people in developing countries and as a public institution striving to uphold its public benefit mission, the University should consider such public benefit and broad societal needs when developing licensing strategies for such technologies.

Developing “successful practices” is an evolving process, particularly for an issue as complex as balancing access by developing countries to biomedical products with ensuring timely and appropriate development and commercialization of the product. Such practices demand creative and flexible rather than rigid approaches. Entirely new business models coupled with nuanced intellectual property management strategies may be needed to produce the desired outcomes. Each situation is unique and must be addressed based on its own fact pattern to encourage licensees to make the substantial and risky investment necessary to develop biomedical products. Without appropriate and timely investments, the healthcare technology may never be developed into a product, thus eliminating access by all patients. A prescriptive approach may discourage licensees because of a perceived need to overcome too many obstacles in product development. TMs frequently need to balance conflicting objectives and must be able to make compromises in the interest of moving a technology forward.

As part of the University's public benefit mission, the TM should carefully consider patenting and licensing strategies that promote access to essential medical and agricultural innovations in developing countries. Although a multitude of downstream factors may affect the accessibility and affordability of essential technologies in developing countries, e.g. healthcare infrastructure, poverty, food security, international treaties and laws, sanitation, energy, and political stability, it remains possible for the

University to impart a profound life-changing impact in the developing countries through humanitarian patenting and licensing strategies.

One patenting strategy that the University and its licensee might pursue is to limit patent protection to those developed countries with a healthcare infrastructure that can afford the healthcare products and not seek patent protection in developing countries thereby allowing other manufacturers to freely practice the technology. Some examples of alternate licensing strategies to consider could be: (i) inclusion in a license agreement of mechanisms to allow third parties to create competition that affects or lowers prices in developing countries, create incentive mechanisms for widespread distribution of the licensed product, or reserve a right for the University to license third parties under specific humanitarian circumstances, (ii) inclusion of license terms requiring mandatory sublicensing to generic or alternative manufacturers in a developing country or a program that requires the distribution of the healthcare product at low or no cost to underprivileged populations with assurance that the licensee will continue to develop, manufacture and distribute the product to all such populations; and (iii) inclusion of uniquely crafted diligence provisions or other creative pricing tied to the patient's ability to afford the technology that are consistent with sponsor's march-in rights provision (if applicable).

Financial terms for products that address diseases that disproportionately affect developing countries should, where possible, facilitate product availability in the country of need. At a minimum, the financial terms should recognize the low profitability of such products. The University could also consider foregoing royalties on products distributed in such countries or requiring the licensee to sublicense other companies if the licensee is unwilling to invest in the development of a product distribution network within that country.

To be most effective in promoting global health, the TM needs to pursue creativity and consider a wide variety of patenting and licensing strategies, since the most impactful approach in one situation may fail in others. Prescriptive guidelines dictating limited strategies could be particularly detrimental to achieving the University's goals of public

benefit. Creative patenting and licensing strategies addressing global health should focus on effectiveness and should aim to achieve the greatest impact worldwide.

Software

Because of the cross-over of software and other digital media between the patent and copyright policies, licensing of these technologies are less straight-forward than simple patent or copyright licenses. In addition, under University Copyright Policy the campuses have the delegated authority to implement procedures and supplementary local policies regarding licensure, disposition of royalty income, and other rights related to copyrights. As such, copyright licensing practices will vary from campus to campus.

Diagnostics

Licensing clinical diagnostics technologies, regardless of type (genetic or otherwise), should balance the need of the licensee to achieve a fair return on investment with the public's need to have the test as broadly available as possible, including enabling patients to obtain a second opinion by accessing the test from an alternative provider. Licenses should also reserve the right for the academic community to use the diagnostic for research purposes, including studying and independently validating the test and employing it to advance medical research. The TM will need to take into account that licensees can elect to commercialize the technology (i) as an FDA-approved kit sold to end-users, (ii) as a testing service business using an in-house Laboratory Developed Test (LDT) subject to the Clinical Laboratory Improvement Amendments (CLIA) of 1988 administered by the Centers for Medicare and Medicaid Services, or (iii) a sequential combination of (i) and (ii) whereby the licensee initially enters the market to generate near-term revenue with an LDT-based testing service and subsequently obtains market approval via the costlier and lengthier FDA review process to market a kit for sale. Licensors that have academic medical centers need to structure their licenses to take into account the needs of their own clinical laboratories to insure affordable access to the licensee's FDA-approved kit or to have the right to provide an LDT in their CLIA labs (either as a carve-out or an affordable sublicense from the licensee).

For markets that can reasonably support two diagnostics developers (e.g. melanoma), the TM should consider co-exclusive licensing. However, for more limited markets, in order to assure maximum availability and multiple sources, the TM might consider such approaches as (i) a time- limited exclusive license that automatically converts to a non-exclusive license after several years, or (ii) a license grant for the exclusive right to sell and a non-exclusive right to make and use the patented technology. In this way the licensor can be the sole provider of an FDA-approved kit while clinical labs that cannot afford the kit can still serve patient needs with their own LDTs.

Lastly it is important to appreciate that whereas a single-source provider of an FDA-approved kit provides patients with a uniform, consistent product, LDTs developed by different clinical labs (commercial and academic) may vary in performance quality and have different degrees of false-positive and false-negative results. Thus a given patient's diagnostic outcome could vary depending on which CLIA lab performs the test. However, insuring test availability from more than one source can mitigate the variability from center-to-center.

Genetic Resources/Traditional Knowledge

Country laws or international treaties may influence licensing decisions where inventions are derived from genetic resources or traditional knowledge. The TM should investigate all project sponsored or collaborative research agreements, including material transfer agreements, to identify if any genetic resource or traditional knowledge was used in making the invention and if any specific requirements apply to the use of such resources. In some situations, the requirement may be attached to a collection permit or a visa document.

Even in the absence of such laws, treaties or contractual requirements, the TM should carefully consider biodiversity issues and negotiate individual agreements that recognize the origin or source of the material. Where possible, such agreements should consider benefit sharing arrangements with indigenous and custodial communities or governments in consideration for access to such biological material or traditional knowledge.

Emerging Technologies

Over time, whole new fields of technology and innovation will emerge that will raise new issues for consideration. As with any emerging technology area, the evolution of “successful practices” will require careful and conscientious decisions that may vary from previously released guidance. The TM should thoughtfully consider how best to address these emerging issues so as to optimally manage University-developed technologies for public benefit.

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**STATE DEPARTMENT OF EDUCATION
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
1	SUPERINTENDENT'S UPDATE	Information Item
2	PROPOSED WAIVER OF REQUIREMENT IN IDAPA 08.02.02.120, .121. – EDUCATOR EVALUATIONS FOR 2014-2015.	Motion to Approve

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**STATE DEPARTMENT OF EDUCATION
OCTOBER 16, 2014**

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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**STATE DEPARTMENT OF EDUCATION
OCTOBER 16, 2014**

SUBJECT

Proposed Waiver of Requirement in IDAPA 08.02.02.120, 08.02.02.121 – Rules Governing Uniformity - Educator Evaluations for the 2014-2015 school-year (August 1, 2014 through May 31, 2015)

REFERENCE

April 2013	State Board approved Temporary and Proposed Rule changes to IDAPA 08.02.02.120 and the addition of IDAPA 08.02.02.121
August 2013	State Board approved Pending Rule and amendment of Temporary Rule – Docket No. 08-0202.1301
May 2014	State Board approved amendments to Idaho's approved ESEA Flexibility Waiver.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Administrative Code, IDAPA 08.02.02.120, IDAPA 08.02.02.121

BACKGROUND/DISCUSSION

In August 2013, the Idaho State Board of Education approved revisions in IDAPA 08.02.02.120 and the addition of IDAPA 08.02.02.121 in order to meet the required elements of teacher and principal evaluation models in Principle 3 of the ESEA Waiver that was approved by the State Board.

IDAPA 08.02.02.120.03 and IDAPA 08.02.02.121.03 state *“all certificated instructional employees, principals, and superintendents must receive an evaluation in which at least thirty-three percent (33%) of the evaluation results are based on multiple objective measures of growth in student achievement.”* The rule further states that *“growth in student achievement as measured by Idaho’s statewide assessment for Federal accountability purposes must be included.”*

Growth in student achievement is defined as the change in student achievement between two (2) or more points in time based on the same assessment. Current rule would require all certificated instructional employees, principals, and superintendents to include growth on the statewide assessment for Federal accountability purposes as one of the multiple measures of growth in student achievement. The other measures of growth in student achievement are determined by the district.

During the 2013-2014 school year, the state of Idaho was in transition to a new statewide assessment. A pilot of the new assessment was implemented in

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spring 2014. As a result, there were no student assessment results for the 2013-2014 school year. For the 2014-2015 school year, the new assessment will be fully implemented and we will receive valid student assessment scores in spring 2015. This will be the first data point for the new assessment. Since growth is determined by a change in student achievement between two (2) or more points in time, growth cannot be measured during the 2014-2015 school year as there will only be one (1) data point available. Therefore, it would not be appropriate to include growth on the statewide assessment as one of the multiple measures of the student achievement portion for certificated instructional employee principal and superintendent evaluations.

In an effort to maintain the intent of the rule and address the 2014-2015 circumstance of lack of growth data on the statewide assessment for Federal accountability, the following waiver of requirements are being put before the State Board of Education for approval:

- In IDAPA 08.02.02.120, waive the requirement of including growth in student achievement as measured by Idaho's statewide assessment by excluding the sentence referring to inclusion of growth in student achievement as measured by Idaho's statewide assessment.
- In IDAPA 08.02.02.121, waive the requirement of including growth in student achievement as measured by Idaho's statewide assessment by excluding the sentence referring to inclusion of growth in student achievement as measured by Idaho's statewide assessment.

Waiving this requirement will allow districts to use the other district-determined measures of growth in student achievement as the student achievement portion for certificated instructional employee, principal, and superintendent evaluations for the 2014-2015 school-year.

IMPACT

If the State Board of Education does not approve the waiver districts will be required to use growth data that will not be available until spring 2016.

ATTACHMENTS

Attachment 1 –IDAPA 08.02.02.120, 121.

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BOARD ACTION

I move to waive the requirement that districts include growth in student achievement as measured by Idaho's statewide assessment in educator's evaluations as specified in IDAPA 08.02.02, Subsections 120.03 and 121.03 for the 2014-2015 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
OCTOBER 16, 2014**

**IDAPA 08
TITLE 02
CHAPTER 02
08.02.02 - RULES GOVERNING UNIFORMITY**

120. LOCAL DISTRICT EVALUATION POLICY -- TEACHER AND PUPIL PERSONNEL CERTIFICATE HOLDERS.

Each school district board of trustees will develop and adopt policies for teacher performance evaluation using multiple measures in which criteria and procedures for the evaluation of certificated personnel are research based and aligned to 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. (3-20-14)

01. Standards. Each district evaluation model shall be aligned to state minimum standards that are based on Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction. Those domains and components include: (3-29-10)

- a.** Domain 1 - Planning and Preparation: (3-29-10)
 - i. Demonstrating Knowledge of Content and Pedagogy; (3-29-10)
 - ii. Demonstrating Knowledge of Students; (3-29-10)
 - iii. Setting Instructional Outcomes; (3-20-14)
 - iv. Demonstrating Knowledge of Resources; (3-29-10)
 - v. Designing Coherent Instruction; and (3-29-10)
 - vi. Designing Student Assessments. (3-29-12)
- b.** Domain 2 - The Classroom Environment: (3-29-12)
 - i. Creating an Environment of Respect and Rapport; (3-29-10)
 - ii. Establishing a Culture for Learning; (3-29-10)
 - iii. Managing Classroom Procedures; (3-29-10)
 - iv. Managing Student Behavior; and (3-29-10)
 - v. Organizing Physical Space. (3-29-10)

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- c. Domain 3 - Instruction and Use of Assessment: (3-29-10)
 - i. Communicating with Students; (3-29-12)
 - ii. Using Questioning and Discussion Techniques; (3-29-10)
 - iii. Engaging Students in Learning; (3-29-10)
 - iv. Using Assessment in Instruction; and (3-29-12)
 - v. Demonstrating Flexibility and Responsiveness. (3-29-12)
- d. Domain 4 - Professional Responsibilities: (3-29-10)
 - i. Reflecting on Teaching; (3-29-10)
 - ii. Maintaining Accurate Records; (3-29-10)
 - iii. Communicating with Families; (3-29-10)
 - iv. Participating in a Professional Community; (3-29-12)
 - v. Growing and Developing Professionally; and (3-29-10)
 - vi. Showing Professionalism. (3-29-10)

02. Professional Practice. For evaluations conducted on or after July 1, 2013, all certificated instructional employees must receive an evaluation in which at least sixty-seven percent (67%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Charlotte Danielson Framework for Teaching Second Edition. The measures included within the Professional Practice portion of the evaluation shall include a minimum of two (2) documented observations annually, with at least one (1) observation being completed by January 1 of each year. District evaluation models shall also include at least one (1) of the following as a measure to inform the Professional Practice portion of all certificated instructional employee evaluations: (3-20-14)

- a. Parent/guardian input; (3-20-14)
- b. Student input; and/or (3-20-14)
- c. Portfolios. (3-20-14)

03. Student Achievement. For evaluations conducted on or after July 1, 2013, all certificated instructional employees, principals and superintendents must receive an evaluation in which at least thirty-three percent (33%) of the evaluation results are based on multiple objective

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measures of growth in student achievement as determined by the board of trustees and based upon research. For evaluations conducted on or after July 1, 2014, growth in student achievement as measured by Idaho's statewide assessment for Federal accountability purposes must be included. This portion of the evaluation may be calculated using current and/or past year's data and may use one (1) or multiple years of data. Growth in student achievement may be considered as an optional measure for all other school based and district based staff, as determined by the local board of trustees. (3-20-14)

04. Participants. Each district evaluation policy will include provisions for evaluating all certificated employees identified in Section 33-1001, Idaho Code, Subsection 16. Evaluations shall be differentiated for certificated non-instructional employees and pupil personnel certificate holders in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible. Policies for evaluating certificated employees should identify the differences, if any, in the conduct of evaluations for nonrenewable contract personnel and renewable contract personnel. (3-20-14)

05. Evaluation Policy - Content. Local school district policies will include, at a minimum, the following information: (4-1-97)

a. Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional improvement, personnel decisions. (4-1-97)

b. Evaluation criteria -- statements of the general criteria upon which certificated personnel will be evaluated. (4-1-97)

c. Evaluator -- identification of the individuals responsible for appraising or evaluating certificated instructional staff and pupil personnel performance. The individuals assigned this responsibility 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. (3-20-14)

d. Sources of data -- description of the sources of data used in conducting certificated personnel evaluations. For certificated instructional staff, a minimum of two (2) documented classroom observations shall be included as one (1) source of data. At least one (1) of those observations must be completed prior to January 1 of each year. Parent/guardian input, student input and/or portfolios shall be considered. (3-20-14)

e. Procedure -- description of the procedure used in the conduct of certificated personnel evaluations. (4-1-97)

f. Communication of results -- the method by which certificated personnel are informed of the results of evaluation. (4-1-97)

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g. 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. (3-20-14)

h. Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of certificated personnel evaluations. (4-1-97)

i. Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. (4-1-97)

j. Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's personnel evaluation system. (4-1-97)

k. Professional development and training -- a plan for ongoing training for evaluators/administrators and teachers on the districts evaluation standards, tool and process. (3-29-10)

l. Funding -- a plan for funding ongoing training and professional development for administrators in evaluation. (3-29-10)

m. Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development. Aggregate data shall be considered as part of the district and individual schools Needs Assessment in determining professional development offerings. (3-20-14)

n. 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 (3) rankings used to differentiate performance of teachers and pupil personnel certificate holders including: (3-20-14)

i. Unsatisfactory being equal to "1"; (3-20-14)

ii. Basic being equal to "2"; and (3-20-14)

iii. Proficient being equal to "3". (3-20-14)

o. A plan for including all stakeholders including, but not limited to, teachers, board members, administrators, and parents in the development and ongoing review of their teacher evaluation plan. (3-20-14)

06. Evaluation Policy - Frequency of Evaluation. The evaluation policy shall include a provision for evaluating all certificated personnel on a fair and consistent basis. (3-20-14)

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07. Evaluation Policy - Personnel Records. Permanent records of each certificated personnel evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). Local school districts shall report the rankings of individual certificated personnel evaluations to the State Department of Education annually for State and Federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is protected by not releasing statistical data of evaluation rankings in local school districts with fewer than five (5) teachers and by only reporting that information in the aggregate by local school district. (3-20-14)

08. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for teacher and pupil personnel certificated performance evaluation in which criteria and procedures for the evaluation are research based and aligned with the Charlotte Danielson Framework for Teaching Second Edition. By July 1, 2014, an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. (3-20-14)

121. LOCAL DISTRICT EVALUATION POLICY - SCHOOL PRINCIPAL.

For principal evaluations conducted on or after July 1, 2014, each school district board of trustees will develop and adopt policies for principal performance evaluation using multiple measures in which criteria and procedures for the evaluation of administratively certificated personnel serving as school principal are research based and aligned to the standards and requirements outlined in Subsections 121.01 through 121.07 of this rule. Districts must, at a minimum, pilot such an evaluation during the 2013-2014 school year and report the results of that pilot to the State Department of Education no later than July 1, 2014, in a format determined by the Department. The process of developing criteria and procedures for principal evaluation will allow opportunities for input from those affected by the evaluation; i.e., trustees, administrators, teachers and parents. The evaluation policy will be a matter of public record and communicated to the principal for whom it is written. (3-20-14)

01. Standards. Each district principal evaluation model shall be aligned to state minimum standards based on the Interstate School Leaders Licensure Consortium (ISLLC) standards and include proof of proficiency in conducting teacher evaluations using the state's adopted model, the Charlotte Danielson Framework for Teaching Second Edition. Proof of proficiency in evaluating teacher performance shall be required of all individuals assigned the responsibility for appraising, observing, or evaluating certificated personnel performance. Proof of proficiency in evaluating performance shall be demonstrated by passing a proficiency assessment approved by the State Department of Education as a onetime recertification requirement prior to September 1, 2018. Principal evaluation standards shall additionally address the following domains and components: (3-20-14)

a. Domain 1: School Climate - An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader

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articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs. (3-20-14)

i. School Culture - Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors. (3-20-14)

ii. Communication - Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders. (3-20-14)

iii. Advocacy - Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement. (3-20-14)

b. Domain 2: Collaborative Leadership - An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. The educational leader uses research and/or best practices in improving the education program. (3-20-14)

i. Shared Leadership - Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth. (3-20-14)

ii. Priority Management - Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities. (3-20-14)

iii. Transparency - Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions. (3-20-14)

iv. Leadership Renewal - Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others. (3-20-14)

v. Accountability - Principal establishes high standards for professional, legal, ethical, and fiscal accountability for self and others. (3-20-14)

c. Domain 3: Instructional Leadership - An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. The educational leader provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program. (3-20-14)

i. Innovation - Principal seeks and implements innovative and effective solutions that comply with general and special education law. (3-20-14)

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ii. Instructional Vision - Principal insures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn. (3-20-14)

iii. High Expectations - Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being. (3-20-14)

iv. Continuous Improvement of Instruction - Principal has proof of proficiency in assessing teacher performance based upon the Charlotte Danielson Framework for Teaching Second Edition. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision. (3-20-14)

v. Evaluation - Principal uses teacher/principal evaluation and other formative feedback mechanisms to continuously improve teacher/principal effectiveness. (3-20-14)

vi. Recruitment and Retention -Principal recruits and maintains a high quality staff. (3-20-14)

02. Professional Practice. For evaluations conducted on or after July 1, 2014, all principals must receive an evaluation in which sixty-seven percent (67%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Domains and Components listed in Subsection 121.01.a. through 121.01.c. of this rule. As a measure to inform the Professional Practice portion of all principal evaluations, district evaluation models shall also include at least one (1) of the following: (3-20-14)

a. Parent/guardian input; (3-20-14)

b. Teacher input; (3-20-14)

c. Student input; and/or (3-20-14)

d. Portfolios. (3-20-14)

03. Student Achievement. For evaluations conducted on or after July 1, 2013, all certificated instructional employees, principals and superintendents must receive an evaluation in which at least thirty-three percent (33%) of the evaluation results are based on multiple objective measures of growth in student achievement as determined by the board of trustees and based upon research. For evaluations conducted on or after July 1, 2014, growth in student achievement as measured by Idaho's statewide assessment for Federal accountability purposes must be included. This portion of the evaluation may be calculated using current and/or past year's data and may use one (1) or multiple years of data. Growth in student achievement may be considered as an optional measure for all other school based and district based staff, as determined by the local board of trustees. (3-20-14)

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04. Evaluation Policy - Content. For evaluations conducted on or after July 1, 2014, local school district policies will include, at a minimum, the following information: (3-20-14)

a. Purpose -- statements that identify the purpose or purposes for which the evaluation is being conducted; e.g., individual instructional leadership, personnel decisions. (3-20-14)

b. Evaluation criteria -- statements of the general criteria upon which principals be evaluated. (3-20-14)

c. Evaluator -- identification of the individuals responsible for appraising or evaluating principal performance. The individuals assigned this responsibility shall have received training in evaluation. (3-20-14)

d. Sources of data -- description of the sources of data used in conducting principal evaluations. Proficiency in conducting observations and evaluating effective teacher performance shall be included as one (1) source of data. (3-20-14)

e. Procedure -- description of the procedure used in the conduct of principal evaluations. (3-20-14)

f. Communication of results -- the method by which principals are informed of the results of evaluation. (3-20-14)

g. 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. (3-20-14)

h. Appeal -- the procedure available to the individual for appeal or rebuttal when disagreement exists regarding the results of an evaluations. (3-20-14)

i. Remediation -- the procedure available to provide remediation in those instances where remediation is determined to be an appropriate course of action. (3-20-14)

j. Monitoring and evaluation. -- A description of the method used to monitor and evaluate the district's principal evaluation system. (3-20-14)

k. Professional development and training -- a plan for ongoing training and professional learning based upon the district's evaluation standards and process. (3-20-14)

l. Funding -- a plan for funding ongoing training and professional development for evaluators of principals. (3-20-14)

m. Collecting and using data -- a plan for collecting and using data gathered from the evaluation tool that will be used to inform professional development for principals. (3-20-14)

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n. Individualizing principal evaluation rating system -- a plan for how evaluations will be used to identify proficiency and record growth over time. No later than July 1, 2014, districts shall have established an individualized principal evaluation rating system with a minimum of three rankings used to differentiate performance of principals including: (3-20-14)

i. Unsatisfactory being equal to “1”; (3-20-14)

ii. Basic being equal to “2”; and (3-20-14)

iii. Proficient being equal to “3”. (3-20-14)

o. A plan for including stakeholders including, but not limited to, teachers, board members, administrators, and parents in the development and ongoing review of their principal evaluation plan. (3-20-14)

05. Evaluation Policy - Frequency of Evaluation. The evaluation policy should include a provision for evaluating all principals on a fair and consistent basis. All principals shall be evaluated at least once annually no later than May 1 of each year. (3-20-14)

06. Evaluation Policy - Personnel Records. Permanent records of each principal evaluation will be maintained in the employee’s personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code). Local school districts shall report the rankings of individual certificated personnel evaluations to the State Department of Education annually for State and Federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is protected by not releasing statistical data of evaluation rankings in local school districts with fewer than five (5) teachers and by only reporting that information in the aggregate by local school district. (3-20-14)

07. Evaluation System Approval. Each school district board of trustees will develop and adopt policies for principal performance evaluation in which criteria and procedures for the evaluation are research based and aligned with state standards. By July 1, 2014, an evaluation plan which incorporates all of the above elements shall be submitted to the State Department of Education for approval. Once approved, subsequent changes made in the evaluation system shall be resubmitted for approval. (3-20-14)

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
<hr/>		
	BOISE STATE UNIVERSITY	
1	Addendum to Multi-Year Employment Agreement - Track and Cross Country Head Coach	Motion to approve
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	BOISE STATE UNIVERSITY	
2	Amendment to Multi-Year Employment Agreement – Men’s Basketball Head Coach	Motion to approve
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	IDAHO STATE UNIVERSITY	
3	Salary Increase – Women’s Softball Head Coach	Motion to approve
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	UNIVERSITY OF IDAHO	
4	Extension to Multi-Year Employment Agreement – Women’s Basketball Head Coach	Motion to approve
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	UNIVERSITY OF IDAHO	
5	Extension to Multi-Year Employment Agreement – Men’s Basketball Head Coach	Motion to approve
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BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOISE STATE UNIVERSITY

SUBJECT

Second addendum to employment agreement for Head Track and Cross Country Coach, Corey Ihmels

REFERENCE

August 2013 Idaho State Board of Education (Board) approved a two year, nine month employment agreement with an addendum

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

BACKGROUND/DISCUSSION

In 2013, Boise State University (BSU) requested and received Board approval for a two year, nine month contract with an addendum for the Head Coach of Track and Cross Country, Corey Ihmels.

Addendum two provides increased incentives for academic achievement within the program and an increased retention bonus in year three of the contract.

IMPACT

In the second addendum BSU revisited the academic incentive pay that Coach Ihmels can earn for each of the six sports. Coach Ihmels may now annually qualify for a maximum of six academic incentive payments as follows:

National APR score for each sport:

50 – 59.9%	=	\$500
60 – 69.9%	=	\$550
70 – 79.9%	=	\$600
80 – 89.9%	=	\$750
90 – 100%	=	\$3,000

Additionally, the second addendum clarifies that athletic incentive payments may be earned for each of the six team sports:

Women's Cross Country (WCC)
Men's Cross Country (MCC)
Women's Indoor Track and Field (WIT)
Men's Indoor Track and Field (MIT)
Women's Outdoor Track and Field (WOT)
Men's Outdoor Track and Field (MOT)

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Athletic achievement pay may be based on several different components: a) performance per individual sport; b) individual student-athlete achievement; or c) one-time annual occurrences. In addition, a new incentive has been added to the existing athletic incentive pay:

All-American = \$750
(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])

Unless renewed, the employment agreement will still end on June 30, 2016, the end of the agreement's third and final year, but Ihmels will receive a retention bonus of \$20,000 if he stays for the third and final year.

ATTACHMENTS

Attachment 1 – Current Base Contract and Addendum 1	Page 3
Attachment 2 – Redline of Addendum 2 to Addendum 1	Page 21
Attachment 3 – Proposed Addendum 2	Page 27
Attachment 4 – APR History and National Percentile Rank	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

This is a contract addendum for BSU's Head Track and Cross Country Coach. The only terms changed in the addendum relate to supplemental compensation (incentive and retention payments) for the coach as delineated in the Impact section above. Of particular note under academic incentive pay is a new \$3,000 payment for a National APR score of 90% - 100%. In addition, the coach will receive a retention bonus of \$20,000 if he stays for the third and final year, on top of a \$15,000 retention bonus he received for 2014.

(The addendum format itself is not consistent with the Board's model contract, and BSU has since abandoned the use of the addendum in recent coach contracts brought to the Board.)

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into an Addendum No. 2 to the Employment Agreement for head Track and Cross Country Coach Corey Ihmels.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this 10 day of ~~October~~, 2013 ("Effective Date") by and between Boise State University ("University") and Corey Ihmels ("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 track and field team (the "Position"). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (the "Director") or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (the "President").

1.3. Duties. Coach shall manage and supervise the University's intercollegiate track and field team (the "Team") and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement shall commence on September 1, 2013 and terminate, without further notice to Coach, on June 30, 2016 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation. University may provide supplemental compensation, as set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and

telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1 and paid from the University to Coach, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Associate Athletic Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the

Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team requiring performance of duties set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules, regulations, and policies.

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the

University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known by ordinary supervision of the violation and could have prevented it by such ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University

until the Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten (10) business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation, the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that Coach's promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for convenience Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2014, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2014 and June 30, 2015 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

5.4 Termination Due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries hereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of suspension, reassignment or termination, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to: the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in state district court in Ada County, Boise, Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports Coach is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
the Coach:	Corey Ihmels 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 whoever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

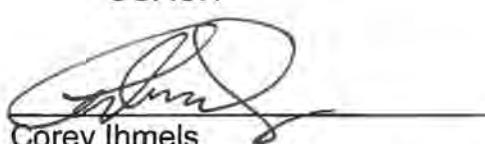
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY



Dr. Robert Kustra, President

COACH



Corey Ihmels
Head Track & Field Coach

Approved by the Board on the 15 day of August, 2013.

**Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Addendum (the "Addendum") to the Employment Agreement (the "Agreement") dated October 10, 2013, by and between Boise State University (the "University") and Corey Ihmels ("Coach"), is entered into this 10 day of October, 2013 ("Effective Date").

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the "NCAA") Rules and Regulations ("NCAA Rules") regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach's Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the "Director") and the University President (the "President").
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach's employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will work with and address the media, attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annualized salary of \$75,000 pro-rated for the period of September 1, 2013 to June 30, 2014, \$78,750 the second year and

\$82,688 the third year of the contract. The annual salary for this position includes compensation to employee in lieu of a courtesy vehicle.

7. Signing Bonus. University shall pay to Coach a signing bonus in the amount of \$15,000 to be paid in equal installments on each pay day between September 1, 2013 through March 15, 2014, while coach is still employed by University.
8. Retention Bonuses. University shall provide to Coach an annual retention bonus in the amount of \$15,000 to be paid in equal installments beginning the first pay day in August through the last pay day in December in years 2014 and 2015 while coach is still employed by University.
9. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Championship incentive pay:

Conference Championship (up to three per academic year)	\$3,000
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National Championship (one time only per academic year)	\$10,000
---	----------

National ranking pay (only one of the following per academic year paid once based upon the highest ranking achieved in all 6 sports):

Top 5 National Ranking at end of season	\$5,000
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Top 10 National Ranking at end of season	\$3,000
--	---------

Top 15 National Ranking at end of season	\$2,500
--	---------

Top 20 National Ranking at end of season	\$2,000
--	---------

Top 25 National Ranking at end of season	\$1,000
--	---------

Other incentive pay:

Qualify Team (5 or more men OR women) for NCAA First Round (per sport)	\$500
--	-------

Qualify Team (5 or more men OR women) for NCAA Nationals (per sport)	\$1,000
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NCAA Individual Champion (per champion)	\$1,500
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Individual Conference Champion	\$500
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(per champion)

NCAA Individual Scorer [2 - 8 Finish]	\$500
Conference Coach of the Year	\$2,000
NCAA Regional Coach of the Year	\$1,500
NCAA National Coach of the Year	\$2,500

If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

10. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country, Men's Cross Country, Women's Indoor Track and Field, Men's Indoor Track and Field, and Women's Outdoor Track and Field, and Men's Outdoor Track and Field) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th - 59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th - 79.9 %	=	\$600
80 th % or above	=	\$650

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

11. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
12. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:



Dr. Robert Kustra
President



Corey Ihmels
Head Coach - Track & Field

Approved by the Board on the ____ day of _____, 2013.

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**Second Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Second Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated _____, 20132014, by and between Boise State University (the “University”) and Corey Ihmels (“Coach”), is entered into this _____ day of _____, 20132014 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the “Director”) and the University President (the “President”).
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will work with and address the media, attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annualized salary of \$75,000 prorated for the period of September 1, 2013 to June 30, 2014, \$78,750 the second year and

\$82,688 the third year of the contract. The annual salary for this position includes compensation to employee in lieu of a courtesy vehicle.

~~7. Signing Bonus. University shall pay to Coach a signing bonus in the amount of \$15,000 to be paid in equal installments on each pay day between September 1, 2013 through March 15, 2014, while coach is still employed by University.~~

~~8.7. Retention Bonuses. University shall provide to Coach an annual retention bonus in the amount of \$~~15~~20,000 to be paid in equal installments beginning the first pay day in August through the last pay day in December ~~in years 2014 and 2015~~for the third year of the contract (July 1, 2015-June 30, 2016) while coach is still employed by University.~~

8. Athletic Incentive Pay. The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field MOT)). Some Athletic Achievement Pay is based on performance per individual sport, some are based on individual student-athlete achievement, and some are one-time annual occurrences.

8.1. Coach may qualify for Athletic Incentive Pay as follows:

A. For per sport achievements (up to six times per year):

Championship incentive pay:

Conference Championship ~~(up to three per academic year)~~ \$3,000

National Championship ~~(one time only per academic year)~~ \$10,000

National ranking pay ~~(only one of the following per academic year paid once based upon the highest ranking achieved in all 6 sports):~~

Top 5 National Ranking at end of season \$5,000 or

Top 10 National Ranking at end of season \$3,000 or

Top 15 National Ranking at end of season \$2,500 or

Top 20 National Ranking at end of season \$2,000 or

Top 25 National Ranking at end of season \$1,000

Other incentive pay:

All-American \$750

(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC]))

B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team ~~(for NCAA Regionals:~~
5 or more ~~men OR women)~~ for NCAA First Round ~~student-athletes~~
\$500
~~(per sport)~~

~~Qualify Team (5-10 student-athletes \$1,000~~
~~11 or more men OR women) for student-athletes \$1,500~~

Qualify Team NCAA Nationals:
5 student-athletes \$1,000
~~(per sport)~~

NCAA Individual Champion 6 or more student-athletes
\$1,500
~~(per champion)~~

Individual Conference Champion \$500
~~(per champion)~~

NCAA Individual Scorer [2 - 8 Finish] \$500

Conference Coach of the Year \$2,000

NCAA Regional Coach of the Year
\$1,500 \$2,000

NCAA National Coach of the Year
\$2,500

C. One time per academic year achievements:

National Championship \$10,000

D. Individual Student-Athlete achievement in any sport:

Individual Conference Champion \$500
~~(per champion)~~

NCAA Individual Champion \$1,500
(per champion)

NCAA Individual Scorer [2 - 8 Finish] \$1,000
(per champion)

If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

9. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country, (WCC), Men's Cross Country, (MCC), Women's Indoor Track and Field, (WIT), Men's Indoor Track and Field, (MIT), and Women's Outdoor Track and Field, (WOT), and Men's Outdoor Track and Field, (MOT)) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th - 59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th - 79.9 %	=	\$600
80 th % or above	=	\$650 89.9% = <u>\$750</u>

90th - 100% = \$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

10. Effect on Agreement. This Second Addendum replaces the Addendum dated October 10, 2013. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

Dr. Robert Kustra
President

Corey Ihmels
Head Coach - Track & Field

| Approved by the Board on the ____ day of _____, ~~2013~~2014.

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**Second Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Second Addendum (the "Addendum") to the Employment Agreement (the "Agreement") dated _____, 2014, by and between Boise State University (the "University") and Corey Ihmels ("Coach"), is entered into this _____ day of _____, 2014 ("Effective Date").

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the "NCAA") Rules and Regulations ("NCAA Rules") regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach's Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the "Director") and the University President (the "President").
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach's employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will work with and address the media, attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annualized salary of \$75,000 pro-rated for the period of September 1, 2013 to June 30, 2014, \$78,750 the second year and

\$82,688 the third year of the contract. The annual salary for this position includes compensation to employee in lieu of a courtesy vehicle.

7. Retention Bonuses. University shall provide to Coach an annual retention bonus in the amount of \$20,000 to be paid in equal installments beginning the first pay day in August through the last pay day in December for the third year of the contract (July 1, 2015-June 30, 2016) while coach is still employed by University.
8. Athletic Incentive Pay. The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field (MOT)). Some Athletic Achievement Pay is based on performance per individual sport, some are based on individual student-athlete achievement, and some are one-time annual occurrences.

8.1. Coach may qualify for Athletic Incentive Pay as follows:

A. For per sport achievements (up to six times per year):

Championship incentive pay:	
Conference Championship	\$3,000
National ranking pay:	
Top 5 National Ranking at end of season	\$5,000 or
Top 10 National Ranking at end of season	\$3,000 or
Top 15 National Ranking at end of season	\$2,500 or
Top 20 National Ranking at end of season	\$2,000 or
Top 25 National Ranking at end of season	\$1,000
All-American	\$750
(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	

B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team for NCAA Regionals:	
5 or more student-athletes	\$500
10 student-athletes	\$1,000
11 or more student-athletes	\$1,500
Qualify Team NCAA Nationals:	
5 student-athletes	\$1,000
6 or more student-athletes	\$1,500

Conference Coach of the Year	\$2,000
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NCAA Regional Coach of the Year	\$2,000
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NCAA National Coach of the Year	\$2,500
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C. One time per academic year achievements:

National Championship	\$10,000
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D. Individual Student-Athlete achievement in any sport:

Individual Conference Champion (per champion)	\$500
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NCAA Individual Champion (per champion)	\$1,500
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NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000
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If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

9. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country(WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field(MOT)) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th -59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th – 79.9 %	=	\$600
80 th – 89.9%	=	\$750
90 th – 100%	=	\$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

10. Effect on Agreement. This Second Addendum replaces the Addendum dated October 10, 2013. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.

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.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

Dr. Robert Kustra
President

Corey Ihmels
Head Coach - Track & Field

Approved by the Board on the ____ day of _____, 2014.

BOISE STATE UNIVERSITY
Mens & Womens Track & Field/Cross-Country
APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2009-10	2010-11	2011-12	2012-13
Men's Cross Country	929	1000	1000	1000
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>90-100</i>	<i>90-100</i>	<i>90-100</i>
Men's Track, Indoor	944	1000	970	929
<i>National % Rank by Sport</i>	<i>10-20</i>	<i>90-100</i>	<i>50-60</i>	<i>0-10</i>
Men's Track, Outdoor	956	963	979	946
<i>National % Rank by Sport</i>	<i>30-40</i>	<i>40-50</i>	<i>60-70</i>	<i>10-20</i>
Women's Cross Country	850	922	1000	967
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>0-10</i>	<i>90-100</i>	<i>10-20</i>
Women's Track, Indoor	960	944	987	953
<i>National % Rank by Sport</i>	<i>20-30</i>	<i>0-10</i>	<i>60-70</i>	<i>0-10</i>
Women's Track, Outdoor	1000	980	987	952
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>50-60</i>	<i>60-70</i>	<i>0-10</i>

MULTI-YEAR (4-Year Rolling Average)

Men's Cross Country	982	991	990	981
Men's Track, Indoor	961	969	985	962
Men's Track, Outdoor	961	959	979	962
Women's Cross Country	982	961	956	941
Women's Track, Indoor	972	966	966	957
Women's Track, Outdoor	983	988	985	975

NOTE: Coach Ihmels' start date as coach was October 2013

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

BOISE STATE UNIVERSITY

SUBJECT

Amendment to employment agreement with Head Men's Basketball Coach Leon Rice

REFERENCE

June 2010	The Idaho State Board of Education (Board) approved employment agreement with Men's Head Basketball Coach Leon Rice
June 2013	Board approved new five year employment agreement with Coach Rice
June 2014	Board approved revised five year employment agreement with Coach Rice expiring March 2019

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H

BACKGROUND/DISCUSSION

In June 2014, the Board approved a new five year employment contract with Head Men's Basketball Coach Leon Rice.

After reviewing the contract, the Board instructed Boise State University (BSU) to return with an amendment to the contract increasing the academic achievement compensation to be commensurate with the athletic achievement pay for conference championship. BSU and Coach Rice agreed to the following terms:

Academic Achievement Compensation:

National Percentile Rank	
50 to 59.9%	\$ 5,000
60 to 69.9%	\$ 8,000
70 to 79.9%	\$ 12,000
80 to 89.9%	\$ 15,000
90 to 94.9%	\$ 17,000
95% or above	\$ 20,000

IMPACT

The amendment will provide increased incentives for academic achievement within the program over the next five years.

ATTACHMENTS

Attachment 1 – Current Base Contract 2014-2019	Page 3
Attachment 2 – Proposed First Amendment	Page 19
Attachment 3 – APR Data	Page 21

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

STAFF COMMENTS AND RECOMMENDATIONS

At the June Board meeting Board members observed that if a coach's base salary is increased, there should also be a corresponding increase in the value of academic incentive payments. As a rule of thumb, the Board has generally looked favorably on maximum academic incentive payments that are equivalent in value to that of a conference championship. The Rice contract provides that the coach is eligible for \$15,000 upon winning the conference tournament championship. Therefore, the proposed amendment would have maximum academic incentive even higher than a conference championship.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a first amendment to the 2014-2019 employment agreement with Coach Leon Rice as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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 policies 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

 7-16-14
Robert W. Kustra, President Date

 7-3-14
Leon Rice Date

Approved by the Board of Trustees on the 19 day of June, 2014.

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the “Amendment”) modifies the Employment Agreement (the “Employment Agreement”) between Boise State University (“University”) and Leon Rice (“Coach”), and is effective as of November 1, 2014, subject to the approval of the Idaho State Board of Education.

WHEREAS, Coach currently serves, and University desires that Coach continue to serve, as the Head Coach for the University’s intercollegiate men’s basketball program; and

WHEREAS, the parties have previously entered into the Employment Agreement, dated and effective July 1, 2014; and

WHEREAS, the parties wish to amend the Employment Agreement in order to provide additional incentives to Coach in recognition of academic achievement and to clarify Coach’s duties regarding summer camps;

NOW THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto do hereby agree to amend the Employment Agreement as follows:

1. Status of Employment Agreement. Except as modified herein, the terms of the Employment Agreement remain in full force and effect.

2. Academic Achievement Supplemental Compensation. Section 3.2.2 of the Employment Agreement shall be deleted in its entirety and replaced with a new Section 3.2.2 as follows:

“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%	\$8,000
iii.	70% to 79.9%	\$12,000
iv.	80% to 89.9%	\$15,000
v.	90% to 94.9%	\$17,000
vi.	95% or above	\$20,000”

3. Summer Camp Insurance. Section 3.2.6(e) shall be deleted in its entirety.

UNIVERSITY

COACH

Robert W. Kustra
President

Leon Rice
Head Men's Basketball Coach

Date

Date

Approved by the State Board of Education on the ____ day of October, 2014.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

ATTACHMENT 3

BOISE STATE UNIVERSITY
Men's Basketball
APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2009-10	2010-11	2011-12	2012-13
Men's Basketball	961	898	942	962
National % Rank by Sport	50-60	<10	30-40	60-70

MULTI-YEAR (4-Year Rolling Average)
--

Men's Basketball	976	956	950	941

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

IDAHO STATE UNIVERSITY

SUBJECT

Salary increase for Julie Wright, Head Women's Softball Coach

REFERENCE

December 2013

The Idaho State Board of Education (Board) approved a two-year 6-month employment agreement for Julie Wright, Head Women's Softball Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

BACKGROUND/DISCUSSION

A two-year 6-month employment agreement for Julie Wright, Head Women's Softball Coach, was approved by the Board at the December 2013 Board meeting, at a salary of \$54,350.40. Ms. Wright received a 4% salary increase for FY2015, effective June 22, 2014, taking her salary to \$56,534.40.

Following two Big Sky Conference championship titles in a row and for retention purposes, Idaho State University (ISU) requests approval of an additional 6.77% salary increase from \$56,534.40 to \$60,361.60, effective September 1, 2014. No other changes are being made to the multi-year employment agreement.

IMPACT

This action will provide a stable coaching environment for the women's softball program, which has been very successful under Coach Wright, as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 - Agreement Approved December 2013

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Attachment 2 - First Amendment to Employment Agreement

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STAFF COMMENTS AND RECOMMENDATIONS

Under Coach Wright's leadership ISU has won the Big Sky Conference's first two Big Sky Conference Softball championship titles. As a result, she has begun to receive interest and offers from other institutions to lead their programs. Most recently, in late August an institution offered her the head coaching position for them. In an effort to retain her, the ISU athletic director contacted Board staff to inquire how ISU could respond quickly in order to keep their coach. In consultation with the Athletic Committee chair and Board counsel, staff advised the athletic director that they could go ahead and offer a base salary increase subject to Board approval in October. Consistent with that guidance, ISU made a counteroffer for a salary increase effective immediately, subject to Board

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

approval. No other offers were made and no changes were made to the coach's existing multi-year agreement, which ends on June 10, 2016.

BOARD ACTION

I move to approve the request by Idaho State University to increase the base salary of Julie Wright, Head Women's Softball Coach, to \$60,361.60, effective September 1, 2014.

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 Julie Wright (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 softball 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, eight (8) months commencing on October 01, 2013 and terminating, without further notice to Coach, on June 10, 2016 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University 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.

Based on Model Contract Version: 12/9/2010

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ATTACHMENT 1

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$54,340.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5th the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times \text{Annual Salary}$) 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, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times \text{Annual Salary}$) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 5th, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00

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Page 2

Round 6 2 Teams Championship Title \$18,000.00

3.2.4 Each year the Team maintains a four-year average APR score of 975 or above, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500 during the fiscal year in which the four-year average APR score is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000 based on the single-year APR score achievement and behavior of Team members, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's one-year APR national ranking based on attainment of the following levels:

<u>Team APR Score</u>	<u>Incentive Pay</u>
Score of 960	\$600.00
Score of 970	\$700.00
Score of 980	\$800.00
Score of 990	\$900.00
Score of 1,000	\$1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.7 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Softball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's softball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's softball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Softball coach at the University, or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.8 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by adidas, or give a lecture at an event sponsored in whole or in part by adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head Softball coach. In order to avoid entering into an agreement with a competitor of adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 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:

Based on Model Contract Version: 12/9/2010

Page 4

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Trustees of the Idaho State University Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) the ISU Policies and Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference of which the University is a member.

4.2 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,

ATTACHMENT 1

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;

ATTACHMENT 1

- 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 her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to her employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that her promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in her employment by entering into this Agreement and that its investment would be lost were she to resign or otherwise terminate her employment with the University before the end of the contract term.

5.3.2 The Coach, for her own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, other than to accept a position outside of NCAA Softball, then all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 10, 2014, the sum of \$20,000.00; (b) if the Agreement is terminated between June 11, 2014 and June 10, 2015, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal

ATTACHMENT 1

representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which she is entitled by virtue of employment with the University.

5.5 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 Idaho State University Governing Policies and Procedures and Rule Manual, and the ISU Policies and Procedures Manual.

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days prior to the effective date of the termination.

ARTICLE 6

6.1 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.

ATTACHMENT 1

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 she is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 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

ATTACHMENT 1

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 8310
Pocatello, ID 83209-8310

the Coach:

Julie Wright
Last known address on file with
University's Human Resource Services

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

6.11 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 she has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

ATTACHMENT 1

IDAHO STATE UNIVERSITY

COACH

Arthur C. Vailas, President Date

Julie Wright Date

Approved by the Board of Trustees on the ____ day of _____, 2013.

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the "Amendment") modifies the Employment Agreement (the "Employment Agreement") between Idaho State University ("University") and Julie Wright ("Coach"), and is effective as of September 1, 2014, subject to the approval of the Idaho State Board of Education.

WHEREAS, Coach currently serves, and University desires that Coach continue to serve, as the Head Coach for the University's intercollegiate softball team; and

WHEREAS, the parties have previously entered into the Employment Agreement, the term of which commenced December 19, 2013; and

WHEREAS, the parties wish to amend the Employment Agreement to provide additional compensation for Coach in recognition of her recent success as the University's softball Coach and in an effort to retain Coach into the future;

NOW THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto do hereby agree to amend the Employment Agreement as follows:

1. Status of Employment Agreement. Except as modified herein, the terms of the Employment Agreement remain in full force and effect.

2. Regular Compensation. Section 3.1.1 (a) of the Employment Agreement shall be deleted in its entirety and replaced with a new Section 3.1.1 (a) as follows:

- "a) An annualized salary of \$60,361.60 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;

UNIVERSITY

COACH

Arthur C. Vailas, President

Julie Wright, Coach

Date

Date

Approved by the State Board of Education on the _____ day of September, 2014.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Women's Basketball Team Head Coach

REFERENCE

June 2009	Idaho State Board of Education (Board) approved new multi-year employment contract for Jon Newlee, Head Women's Basketball Coach
August 2010	Board approved contract extension through March 26, 2015
August 2013	Board approved contract extension through June 30, 2017

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

DISCUSSION

The University of Idaho (UI) requests Regents' approval to extend the employment of the Women's Basketball Team Head Coach, Jon Newlee (Coach), for an additional two years beyond its current expiration date of June 30, 2017, through June 30, 2019. In addition, as part of the extension the contract is revised to incorporate the new leave policy (Section 3.1.1(b) of the contract); to clarify the Net Game Guaranty (Section 3.2.11 of the Contract); and revise the liquidated damages for early termination by the Coach. Attachment 1 to these materials shows the specific changes in terms from the current contract.

UI submits the attached multi-year contract (Attachment 2) to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract and a redlined version showing changes from the Board model contract are contained in Attachments 2 and 3 respectively.

The Coach's current contract was extended to June 30, 2017 under Section 2.3, which automatically extends the contract by one additional year, based on 15 wins against Division 1 institutions or advance to the NCAA tournament. Attachment 4 sets out the accomplishments of Coach Newlee in support of an extended term of the contract.

IMPACT

The extended term of the employment contract runs through June 30, 2019.

The annual base salary is as follows:

- | | |
|-----------|--------------|
| • 2014-15 | \$96,179.20 |
| • 2015-16 | \$100,026.37 |
| • 2016-17 | \$104,027.42 |

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- 2017-18 \$108,188.52
- 2018-19 \$112,516.06

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of team members, as described in Paragraph 3.2.4 of this agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the director; (3) compliance with UI's financial stewardship policies as set forth in university's Administrative Procedures Manual Chapter 25; and (4) approval by the president, in the president's sole discretion. Coach is not eligible for University-wide employee compensation increases.

Annual media payments are \$18,000.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13th of annual salary.
2. Team ranked in the top 25 in any published national final poll – 1/13th of annual salary.
3. Conference Coach of the Year = \$2,000.
4. Academic achievement and behavior of team based on APR national score exceeding 960 = \$1,500. [A five year history of the APR data for Women's Basketball (national average scores and University raw scores per team) is set out in Attachment 5 hereto.]
5. Team Victories
 - a. \$3,000 for 14 victories
 - b. Additional \$3,000 for 17 or more victories
 - c. Additional \$3,000 for 20 or more victories
6. Team progresses to the Round of 16 in the NCAA tournament = \$5,000.
7. Gate Receipts – 25% of gate receipts in excess of \$15,000
8. Team receives an invitation to participate and plays in the post season WNIT = \$3,500
9. Team receives an invitation to participate and plays in the Women's Basketball Invitational (WBI) = \$1,000
10. Net Game Guarantee – The amount by which gross revenues paid to UI by all non-conference opponents during the regular season exceed the sum of \$10,000. [Staff comment: Under this provision Coach Newlee was paid \$45,500 in FY14.]

Maximum potential annual compensation (base salary, media payment and estimated maximum potential incentive except for #7 excess gate receipts and #10 Net Game Guaranty) is as follows:

- 2014-15 \$150,976.00
- 2015-16 \$155,415.04
- 2016-17 \$160,031.64
- 2017-18 \$164,832.91

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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- 2018-19 \$169,826.22

Coach may participate in youth basketball 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 university elects not to operate a camp, coach may do so within Board guidelines for such camps.

Annual base salary from appropriated funds = \$32,000

ATTACHMENTS

Attachment 1 – Revisions from 2013 contract	Page 5
Attachment 2 – Employment Contract – clean	Page 9
Attachment 3 – Employment Contract – redline	Page 27
Attachment 4 – Coach Newlee accomplishment summary	Page 45
Attachment 5 – APR Data	Page 47

STAFF COMMENTS AND RECOMMENDATIONS

In August 2013 the Board approved a three-year contract with a contingent rolling extension provision for Mr. Newlee. This year the contingency was met and the coach's contract was extended another year through June 30, 2017.

UI is now requesting approval of a five-year contract with a contingent rolling extension provision.

Board policy provides as follows:

"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 ... 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." As such, the Board will need to make a determination as to whether UI has met its burden of proof demonstrating "extraordinary circumstances."

In the event the coach terminates the agreement for convenience, the following liquidated damages shall be due:

- If the agreement is terminated with three or more years remaining to expiration of the term of the contract, the sum of \$100,000;
- If the agreement is terminated with less than three but two or more years remaining to expiration of the term of the contract, the sum of \$50,000.
- If the agreement is terminated with less than two but more than one year remaining to expiration of the term of the contract, the sum of \$50,000.

The proposed incentive pay for academic achievement (\$1,500) is the second to the lowest in dollar amount of all the incentive/supplemental compensation opportunities. As a rule of thumb, the Board has generally looked favorably on

BUSINESS AFFAIRS AND HUMAN RESOURCES
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maximum academic incentive payments that are equivalent in value to that of a conference championship. Incentive pay under this contract for a conference championship is equal to 1/13 of base salary which would be \$7,400 in year one.

The proposed employment agreement is in substantial compliance with the Board-approved model contract. Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for the Women's Basketball Head Coach for a term extending through June 30, 2019, in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Substantive Revisions from current contract

2.1. Term. This Agreement is for a fixed-term appointment of ~~3~~five (5) years, commencing on the date of ~~the last signature hereto~~approval by the University's Board of Regents, and terminating, without further notice to Coach, on June 30, ~~2016~~2019, unless extended (~~in~~pursuant to section ~~2.3 only~~)2.3, or ~~unless~~ sooner terminated in accordance with other provisions of this Agreement.

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 ~~\$92,483.20~~\$96,179.20 per year payable in biweekly installments in accordance with normal University procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP ILH.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and

3.2.11 Non-Conference Basketball ~~Net~~ Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
- b. ~~The Net Game Guarantee will be calculated as follows: From the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base~~ University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of \$10,000, and will further deduct any game guarantees (including the game guarantee (and any travel, hotel or other support provided to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Game Guarantee paid to the Coach. offered) will be deducted from the balance paid to Coach.

c. ~~Following the 2013-14 season basketball season,~~ Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000. Additional Game Guarantee (Money) Games may be scheduled subject to the following:

d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to ~~two~~three unless approved in advance by the Director of Athletics.

ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

~~5.3.3~~—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 with greater than two years on the contract;~~Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; ~~(b) if the Agreement is terminated with greater than one (1) year and~~(c) if the Coach terminates with less than two (2) years but one or more years remaining on to the expiration of the term of the contract; ~~as such term may have been extended under section 2.3 hereof,~~ the sum of \$50,000.00; ~~(ed) -In if the event that Coach terminates with less than one (1) year remains on year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof,~~ the sum of zero. 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.

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EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Jon Newlee (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. 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 five (5) years, commencing on the date of approval by the University's Board of Regents, and terminating, without further notice to Coach, on June 30, 2019, unless extended pursuant to section 2.3, or 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.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30,

for each season in which the Team earns at least sixteen (16) wins versus Division I classified institutions or advances to the NCAA Tournament.

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 \$96,179.20 per year payable in biweekly installments in accordance with normal University procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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 or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's annual salary as set forth in 3.1.1.a above during the fiscal year in which the championship or NCAA tournament eligibility 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 is ranked in the top 25 in any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's annual salary as set forth in 3.1.1.a) above in effect on the 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 Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach 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.

3.2.4 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 960, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,500. 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.

3.2.5 The Coach shall receive the sum of \$18,000 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 regular season women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of

University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television and that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$3,000 for 14 wins; an additional \$3,000 for 17 wins; and an additional \$3,000 for 20 wins, based on regular season contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed \$15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of 25% of the gate receipts that exceed \$15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team progresses to the Round of 16 in the NCAA tournament, the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 Each year the Team receives an invitation to participate and plays in the post season WNIT, the University shall pay to Coach supplemental compensation of \$3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, 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.

3.2.11 Non-Conference Basketball Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the

competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.

- b. The University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of the game guarantee (and any travel, hotel or other support offered) will be deducted from the balance paid to Coach.
- c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000.
- d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:
 - i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
 - ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

3.2.12 Coach agrees that the University has the exclusive right to operate youth 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 youth 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 youth basketball camps, the University shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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 Sodexo 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.
- 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.

3.2.9 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 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 basketball 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 that 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 that 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 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 Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's basketball conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for

outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the 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 the 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, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation that 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 designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to 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 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 the 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 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 Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; (c) if the Coach terminates with less than two years but one or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$50,000.00; (d) if the Coach terminates with less than one year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of zero. 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 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 liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University'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 of 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: 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

Jon Newlee Date

Approved by the Board of Regents on the ____day of _____, 2014.

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(MODEL ATHLETICS CONTRACT_2014-06)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between
~~the~~ University ~~(College)~~ of Idaho ~~(University)~~, and
~~Jon Newlee~~ (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 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 ~~(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 ~~five~~ (~~5~~) years, commencing on ~~the date of approval by the University's Board of Regents~~, and terminating, without further notice to Coach, on ~~June 30, 2019~~, unless extended pursuant to section 2.3, or 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)~~.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team earns at least sixteen (16) wins versus Division I classified institutions or advances to the NCAA Tournament.

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 \$~~_____~~96,179.20 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 (College)'s Board of (Regents or Trustees)~~ ;procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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)~~ the NCAA tournament 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) —~~ women's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~— (amount or computation) —~~ one-thirteenth (1/13) of Coach's ~~Annual Salary~~ annual salary as set forth in 3.1.1.a above during the fiscal year in which the championship ~~and — (bowl or other post-season) —~~ or NCAA tournament eligibility ~~are~~ is 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 — (any published national rankings, such as final ESPN/USA Today coaches poll of Division IA football intercollegiate women's basketball teams) —~~, and if Coach continues to be employed as University ~~(College)~~'s head ~~— (Sport) —~~ women's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~— (amount or computation) —~~ one-thirteenth (1/13) of Coach's ~~Annual Salary~~'s annual salary as set forth in 3.1.1.a) above 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 is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach 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.

3.2.4 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) — each year~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will~~ If the Team's annual APR exceeds 960, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, 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 elsewhere of \$1,500.~~ 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.~~

3.2.5 The Coach shall receive the sum of ~~(amount or computation)~~ \$18,000 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 regular season women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) , and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which that~~ are broadcast on radio or television and that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$3,000 for 14 wins; an additional \$3,000 for 17 wins; and an additional \$3,000 for 20 wins, based on regular season contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed \$15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of 25% of the gate receipts that exceed \$15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team progresses to the Round of 16 in the NCAA tournament, the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 Each year the Team receives an invitation to participate and plays in the post season WNIT, the University shall pay to Coach supplemental compensation of \$3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, 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.

3.2.11 Non-Conference Basketball Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
- b. The University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of the game guarantee (and

any travel, hotel or other support offered) will be deducted from the balance paid to Coach.

- c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000.
- d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:
 - i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
 - ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

3.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball 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 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 ~~(College)~~'s summer football's youth basketball 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)~~ shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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 Sodexo 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.
- 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~~3.2.9 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)—~~ 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 basketball 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~~ that 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~~ that 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 Faculty-Staff Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ women's basketball 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 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 the 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, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University ~~(College)~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA-~~(NAIA)~~, including but not limited to any such violation ~~which~~ that 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, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay to 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 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:~~ for the breach of this Agreement the following sum: (a) if the Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; (c) if the Coach terminates with less than two years but one or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$50,000.00; (d) if the Coach terminates with less than one year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of zero. 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~~ 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 by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University ~~(College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University ~~(College)~~'s student-athletes or otherwise obstruct the University ~~(College)~~'s ability to transact business or operate its intercollegiate athletics program.

~~5.7.5.6~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8~~ 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board ~~or of~~ 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.

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 , President Date

Jon Newlee - Date

Approved by the Board of ~~-(Regents or Trustees)-~~ on the ____ day of _____
, 2010-2014.

Idaho women's basketball 2008-2014
93-96 (.492)/57-39 WAC (.593) 2008-14
20-67 (.230)/11-37 WAC (.230) 2005-08

9-4 (.692) record in WAC Tournament
Top 4 in WAC 5 out of 6 years

2013 NCAA Tournament First Round
2014 NCAA Tournament First round

2014 WAC Champions
2013 WAC Champions

Honorable mention All-American (1)
Yinka Olorunnife – 2010-11

Academic All-American (2)
Alyssa Charlston – 2013-14
Alyssa Charlston – 2011-12

WAC Coach of the Year (2)
Jon Newlee - 2013-14
Jon Newlee – 2008-09

WAC Player of the Year (1)
Stacey Barr – 2013- 2014

WAC Newcomer of the Year (1)
Derisa Taleni – 2008-09

WAC Tournament MVP (1)
Stacey Barr - 2013

First-Team All-WAC (3)
Stacey Barr - 2013-14
Alyssa Charlston - 2011-12, 2012-13

Second-Team All-WAC (5)
Alyssa Charlston - 2011-12, 2012-13
Yinka Olorunnife – 2008-09, 2011-12
Derisa Taleni – 2008-09
Rachele Kloke – 2010-11

Third-Team All-WAC (1)
Stacey Barr - 2012-13

WAC All-Defensive Team (2)
Ali Forde – 2013-14
Yinka Olorunnife 2008-09, 2010-11

WAC All-Freshman Team (3)
Shaena Kuehu – 2008-09
Krissy Karr – 2011-12

Christina Salvatore – 2012-13

WAC All-Tournament Team (7)

Yinka Olorunnife – 2010, 2011
Alyssa Charlston – 2012, 2013, 2014
Stacey Barr – 2013, 2014

WAC Player of the Week (10)

Stacey Barr (3)
Yinka Olorunnife (2)
Derisa Taleni (1)
Rachele Kloke (1)
Alyssa Charlston (3)

Academic All-WAC

30 selections through 2013-14 season

Milestones

- First conference title since 1985
- First NCAA appearance since 1985
- Two postseason berths
 - o 2013 NCAA Tournament
 - o 2014 NCAA Tournament
 - o 2011 WBI

Individual Records

- Yinka Olorunnife 1,070 career rebounds (Idaho and WAC record)
- Yinka Olorunnife 329 rebounds in 2010-11 (Idaho single season record)
- Christina Salvatore 87 3-pointers made in 2012-13 (Idaho single season record)

Team Records

- 266 3-pointers made in 2012-13 (Idaho single season record)
- 15 3-pointers made on Jan. 5, 2013 (Idaho single game record)

Coaching Records

Jon Newlee is...

- 3rd at Idaho in conf. win pct. (.525)
- 4th at Idaho in career wins (68)
- 4th at Idaho in conf. wins (42)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

ATTACHMENT 5

Women's Basketball – APR Data (5 years)

Women's Basketball:

2008-09	SYR: 982	MYR: 954	National Average: 966
2009-10	SYR: 950	MYR: 953	National Average: 968
2010-11	SYR: 942	MYR: 961	National Average: 970
2011-12	SYR: 931	MYR: 951	National Average: 972
2012-113	SYR: 929	MYR: 938	National Average: 973

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Men's Basketball Team Head Coach

REFERENCE

April 2008	Idaho State Board of Education (Board) approved new multi-year employment contract for Don Verlin, Head Men's Basketball Coach (Coach)
August 2010	Board approved contract extension through March 23, 2015
June 2013	Board approved contract extension through June 30, 2016

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

DISCUSSION

The University of Idaho (UI) requests Regents' approval to extend the employment of the Men's Basketball Team Head Coach for one additional year. This request arises out of a conference scheduling issue with the Western Athletic Conference (WAC) due to a new WAC member that was not formally classified as Division I by the NCAA but which was defeated by the Men's Basketball team in conference play. This team's lack of formal Division I standing resulted in team wins over Division 1 opponents falling one short of the number of wins required for the automatic one year extension under Section 2.3 of the contract.

The proposed modifications to the contract grant a one year extension and also revise Section 2.3 of the Contract to address this for future conference games should this arise again. The modifications also add the new Board Policy for annual leave (Section 3.1.1(b) of the Contract) and clarify the Away Game Guaranty (Section 3.2.10 of the Contract). Attachment 1 shows the specific changes in terms from the current contract.

UI submits the attached multi-year contract (Attachment 2) 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 3.

Attachment 4 sets out the accomplishments of Coach Verlin in support of the addition of a rolling term provision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IMPACT

The extended term of the employment contract runs through June 30, 2017.

There is no substantive change in the compensation for the coach as a result of the proposed extension. A summary of the continued compensation with the one year extension is as follows:

Base salary (appropriated funds)

2014-15	\$164,840.00
2015-16	\$171,433.60
2016-17	\$178,290.94

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of team members, as described in Paragraph 3.2.4 of this agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the director; (3) compliance with UI's financial stewardship policies as set forth in university's Administrative Procedures Manual Chapter 25; and (4) approval by the president, in the president's sole discretion.

Annual media payments are \$60,000.00.

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13th of annual salary.
- Team ranked in the top 25 in any published national final poll – 1/13th of annual salary.
- Conference Coach of the Year = \$5,000.
- Academic achievement and behavior of team based on APR national score exceeding 950 = \$5,000. [A five year history of the APR data for Men's Basketball (national average scores and University raw scores per team) is set out in Attachment 5 hereto.]
- Team Victories
 - \$5,000 for 14 victories
 - Additional \$5,000 for 17 or more victories
 - Additional \$5,000 for 20 or more victories
- Team progresses to the Round of 16 in the NCAA tournament = \$25,000.
- Supplement Increase for Repeat Performance – any of the supplements under items 2, 3, 4, 5 and 6 will be increased by 25% if the coach achieves the same goal in the next succeeding year.
- Gate Receipts – 20% of gate receipts in excess of \$35,000 up to \$50,000 and 25% of gate receipts in excess of \$50,000.
- Away Game Guarantee (non-conference) – The amount by which the game guaranty paid to UI for each non-conference opponent paying a game guaranty exceeds the sum of \$75,000 inclusive of regular travel and related expenses associated with the game. For any additional guarantee

BUSINESS AFFAIRS AND HUMAN RESOURCES
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game, the coach will receive all guaranty revenue less regular travel and related expenses. [Staff comment: Under this provision Coach Verlin was paid \$21,564.75 in FY14.]

Maximum potential annual compensation (base salary, media payment and estimated maximum potential incentive except Gate Receipts and Away Game Guaranty amounts) is as follows:

2014-15	\$300,200.00
2015-16	\$326,901.60
2016-17	\$350,702.66

Coach may participate in youth basketball 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 university elects not to operate a camp, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Revisions from 2012 contract	Page 5
Attachment 2 – Employment Contract – clean	Page 7
Attachment 3 – Employment Contract – redline	Page 23
Attachment 4 – Coach Verlin accomplishment summary	Page 41
Attachment 5 – APR Data	Page 43

STAFF COMMENTS AND RECOMMENDATIONS

If the Coach terminates the Agreement for convenience, the following liquidated damages shall be due:

- If the Agreement is terminated with greater than two years on the contract; the sum of \$75,000.
- If the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract; the sum of \$50,000.
- In the event that less than one (1) year remains on the contract, the sum of zero.

The contract conforms to the Board's model contract. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

I move to approve the University of Idaho's request to extend the multi-year employment contract for the Men's Basketball Team Head Coach, Don Verlin, for one additional year for a term extending through June 30, 2017 plus other adjustments to terms in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Substantive Revisions from current contract

2.1. Term. This Agreement is for a fixed-term appointment of 3 years commencing on ~~July 1, 2013,~~the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, ~~2016, 2017,~~ unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified institutions or and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

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 ~~\$156,832–164,840~~per year payable in biweekly installments in accordance with normal University procedures, such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP ILH.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: ~~(a) the first \$50,000 of the game will be retained by the Department of Athletics; (b) any amount of the game guarantee exceeding the \$50,000, less expenses associated with the contest;~~ (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season.

(b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

- i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
- ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Don Verlin (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. 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 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 3 years commencing on the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, 2017, unless extended (in section 2.3 only) or 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.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified

institutions and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

2.4 Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference (WAC) and, as of July 1, 2014, the Big Sky Athletic 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; and provided further, that at no time may the term of this Agreement exceed three (3) years. If the extension of the additional year as provided in this section 2.4 would have the effect of making the then existing terms of this agreement longer than three (3) years, then this provision shall be null and void and of no effect.

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 \$164,840 per year payable in biweekly installments in accordance with normal University procedures, such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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 or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or NCAA tournament eligibility 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 is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the 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 Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 950, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. 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.

3.2.5 The Coach shall receive the sum of \$60,000 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 regular season men's basketball game, and one-half shall be paid no later than March 1 each year. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the

University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any 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, through a media outlet that is not University-designated, 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.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of \$25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of \$5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be \$6250 (\$5000 + 25%).

3.2.9 Each year gross gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season.

(b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.

ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

3.2.11 Coach agrees that the University has the exclusive right to operate youth 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 youth 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 youth basketball camps, the University shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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 Sodexo for all campus goods and services required by the camp.

- f) The Coach or private enterprise pays for use of University of Idaho facilities.
- 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."
- 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.

3.2.12 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the 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 a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach

shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head men's basketball 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 that 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 that 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 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 Faculty Staff 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 men's basketball 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 that 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 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 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, or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA..

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension 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 that 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 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 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 employment, whichever occurs first; provided however, in the event Coach obtains lesser employment 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 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 employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 University has been represented by legal counsel, and coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums 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, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated with greater than two years on the contract; the sum of \$75,000.00; (b) if the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract; the sum of \$50,000.00; (c) In the event that less than one (1) year remains on the contract, the sum of zero. 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 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 costs 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 his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University'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.

5.6 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 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 Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board of 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 by 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: Don Verlin
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

Don Burnett, President Date

Don Verlin Date

Approved by the Board of Regents on the 20th day of June, 2013.

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(MODEL ATHLETICS CONTRACT_2014-06)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between _____ ~~(the~~ University ~~(College)~~ of Idaho ~~(University)~~, and _____ Don Verlin (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)~~ 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 ~~(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)~~ 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~()~~ 3 years, commencing on _____ the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on _____ June 30, 2017, unless extended (in section 2.3 only) or 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)~~.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified institutions and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

2.4 Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference (WAC) and, as of July 1, 2014, the Big Sky Athletic 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; and provided further, that at no time may the term of this Agreement exceed three (3) years. If the extension of the additional year as provided in this section 2.4 would have the effect of making the then existing terms of this agreement longer than three (3) years, then this provision shall be null and void and of no effect.

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 \$~~_____~~ 164,840 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) _____~~; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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)~~ the NCAA tournament 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) men's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~---~~ (amount or computation) one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship ~~and (bowl or other post-season) or NCAA tournament~~ eligibility ~~are~~ is 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 (any published national rankings, such as final ESPN/USA Today coaches poll of Division IA football)~~ intercollegiate men's basketball teams), and if Coach continues to be employed as University ~~(College)~~'s head ~~---~~ (Sport) men's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~---~~ (amount or computation) one-thirteenth (1/13) 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 is named Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) each year~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will~~ If the Team's

annual APR exceeds 950, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, 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 elsewhere. of \$5,000. 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.~~

3.2.5 The Coach shall receive the sum of ~~-(amount or computation)-~~ \$60,000 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 regular season men's basketball game, and one-half shall be paid no later than March 1 each year. Coach's right to receive any 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) -----~~ media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any ~~competing~~ radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, through a media outlet that is not University-designated, 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))~~If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of \$25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of \$5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be \$6250 (\$5000 + 25%).

3.2.9 Each year gross gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season. (b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.

ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the

second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

3.2.11 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball 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 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 ~~(College)~~'s ~~summer football's~~ youth basketball 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) shall pay Coach the remaining income from the youth basketball 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 basketball 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 basketball 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 Sodexo for all campus goods and services required by the camp.

- f) The Coach or private enterprise pays for use of University ~~(College)~~of Idaho 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)~~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~~ 3.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team 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)~~ a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ men's basketball 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~~ that 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~~ that 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 Faculty Staff 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)~~ men's basketball 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~~that are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

~~4.3~~ 4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall ~~report the source and amount~~provide a written detailed account of all such income and benefits to the University ~~(College)~~'s President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the University (College), the University's governing board, the conference, or the NCAA (or NAIA).

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, 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 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 policies, rules and/or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules and/or regulations, of the University (College), the University's governing board, the conference, or the NCAA, 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 ~~(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~~that 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 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 ~~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~~ sums 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:~~ for the breach of this Agreement the following sum: (a) if the Agreement is terminated with greater than two years on the contract: the sum of \$75,000.00; (b) if the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract: the sum of \$50,000.00; (c) In the event that less than one (1) year remains on the contract, the sum of zero. 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 costs~~ 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 Except as ~~provide~~ provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested

[pursuant to the terms of this Agreement.](#)

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University ~~-(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University ~~-(College)~~ and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University ~~-(College)~~'s disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University ~~-(College)~~.

5.5 Interference by Coach. In the event of termination, or 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~~provided for in the State Board of Education and Board ~~or of~~ 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 by~~ 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~~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~~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:

Don Verlin

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

Don Burnett, President Date

Don Verlin Date
~~Date~~

Approved by the Board of ~~-(Regents or Trustees)-~~ on the 20th day of June, 2010, 2013.

Coach Verlin Accomplishments

- ▶ 97 career wins which is 4th in school history
- ▶ Most wins (97) in a six -year span since 1989-94
- ▶ 55-32 record in home games
- ▶ Three postseason tournaments in four seasons (first time since 1980-83)
- ▶ First WAC Player of the Year – Kyle Barone
- ▶ Eight All-WAC Awards, Two WAC All-Defensive Team selections
- ▶ 2-3 record against Pac-12 last two seasons - rest of WAC was 4-11
- ▶ Hosted first regular-season tournament in 21 years, and won BTI Classic title in 2010-11
- ▶ Ten players have moved on to play professionally.
- ▶ 70 entries into the Idaho school record book, two school records broken
- ▶ 35-4 record when opponents score below 60 points
- ▶ Played in 39 televised games, including ten times on national TV
- ▶ Readers as Leaders honored as NABC Literacy Champions at 2014 final four
- ▶ Readers as Leaders community involvement program grew to 2,500+ participants
- ▶ Top 150 final RPI ranking for third time in four years

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

ATTACHMENT 5

Men's Basketball – APR Data (5 years)

Men's Basketball:

2008-09	SYR: 100	MYR: 922	National Average: 940
2009-10	SYR: 945	MYR: 942	National Average: 945
2010-11	SYR: 913	MYR: 960	National Average: 950
2011-12	SYR: 920	MYR: 945	National Average: 952
2012-13	SYR: 1000	MYR: 944	National Average: 957

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2013**

TAB	DESCRIPTION	ACTION
1	FY 2015 SOURCES AND USES OF FUNDS	Motion to approve
2	AMENDMENT TO BOARD POLICY Section V.R. – Establishment of Fees – First Reading	Motion to approve
3	AMENDMENT TO BOARD POLICY Section V.E. – Gifts & Affiliated Foundations – Second Reading	Motion to approve
4	UNIVERSITY of IDAHO Executive Residence Project – Budget and Construction Phase Authorization	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

SUBJECT

FY 2015 College and Universities "Summary of Sources and Uses of Funds"

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.B.4.b.(1), V.B.5.c. and V.B.6.b.

BACKGROUND/DISCUSSION

The College and Universities receive funding from a variety of sources. A summary of the revenue sources is as follows:

Revenue types include:

Approp: General Funds – State appropriation of state funds

Approp: Endowment Funds – Idaho State University (ISU), University of Idaho (UI) and Lewis-Clark State College (LCSC) are the beneficiaries of income from state endowment lands

Approp: Student Fees – Tuition and Fees approved by the Board; Legislature appropriates spending authority

Institutional Student Fees – Fees approved by the institution presidents

Federal Grants & Contracts – Extramural grants and contracts awarded by the Federal government

Federal Student Financial Aid – Funds passed through to students

State Grants & Contracts – Grants and contracts awarded by the State: may include state scholarships and work study funds

Private Gifts, Grants & Contracts – Other non-governmental gifts, grants and contracts

Sales & Services of Educational Activities – Includes: (i) revenues that are related incidentally to the conduct of instruction, research, and public service and (ii) revenues of activities that exist to provide instructional and laboratory experience for students and that incidentally create goods and services that may be sold to students, faculty, staff, and the general public. Examples would include sales of scientific and literary publications, testing services, etc.

Sales & Services of Auxiliary Enterprises – An institutional entity that exists predominantly to furnish goods or services to students, faculty, or staff, and that charges a fee directly related to the cost of the goods or services. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Indirect Costs/Other – Also known as Facilities and Administrative (F&A) Cost recovery, on many grants an institution may charge a grantor for indirect costs. The expense to the grant is not a specifically identifiable cash outlay but a "recovery" of general overhead costs.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

The institutions' expenditures fall into the following standard functional categories:

Expenditure Categories:

Instruction – expenses for all activities that are part of an institution's instruction program (credit and noncredit courses; academic, vocational, and technical instruction; remedial and tutorial instruction; etc.)

Research – all expenses for individual and/or project research as well as that of institutes and research centers

Public Service -- expenses for activities established primarily to provide non-instructional services beneficial to individuals and groups external to the institution (e.g. conferences, institutes, radio and television, consulting, museums, etc.)

Library – expenses for retention, preservation, and display of educational materials and organized activities that directly support the operation of a catalogued or otherwise classified collection

Student Services – expenses incurred for offices of admissions, registrar and financial aid, student activities, cultural events, student newspapers, intramural athletics, student organizations, etc.

Physical Plant – all expenses for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant.

Institutional Support – expenses for central, executive-level activities concerned with management and long-range planning for the entire institution, such as planning and programming operations and legal services; fiscal operations; activities concerned with community and alumni relations, including development and fund raising; etc.

Academic Support – expenses incurred to provide support services for the institution's primary missions: instruction, research, and public service (includes academic administration, galleries, A-V services, etc.)

Athletics – expenses for intercollegiate sports programs are a separately budgeted auxiliary enterprise

Auxiliary Enterprises – an enterprise which exists to furnish goods or services to students, faculty, staff, other institutional departments, or incidentally to the general public, and charges a fee directly related to, although not necessarily equal to, the cost of the goods or services. The distinguishing characteristic of an auxiliary enterprise is that it is managed to operate as a self-supporting activity. Examples include residence halls, food services, student unions, bookstores, copy centers, health centers, etc.

Scholarships/Fellowships – includes expenses for scholarships and fellowships (from restricted or unrestricted funds) in the form of grants to students.

Federal Student Financial Aid – funds passed through to students

Other – institution specific unique budgeted expenditures

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

IMPACT

The attached worksheets provide a high level overview of the institutions' sources of funding and expenditures based on the standard categories listed above. The trend analysis shows how the allocation of budgeted revenues and expenditures has changed since fiscal year 2008 excluding any mid-year adjustments (e.g. holdbacks).

ATTACHMENTS

Attachment 1 – Aggregate Trend Report	Page 5
Attachment 2 – Aggregate Annual Report	Page 6
Attachment 3 – Boise State University Trend Report	Page 7
Attachment 4 – Boise State Annual Report	Page 8
Attachment 5 – Idaho State University Trend Report	Page 9
Attachment 6 – Idaho State University Annual Report	Page 10
Attachment 7 – University of Idaho Trend Report	Page 11
Attachment 8 – University of Idaho Annual Report	Page 12
Attachment 9 – Lewis-Clark State College Trend Report	Page 13
Attachment 10 – Lewis-Clark State College Annual Report	Page 14

STAFF COMMENTS AND RECOMMENDATIONS

Starting in FY 2013, Board and institution staff decided to disaggregate federal student aid from Federal Grants & Contracts on the revenue side and from Scholarships/Fellowships on the expense side since federal aid only passes through the institution to the eligible students.

Institution staff will be available to answer questions from the Board.

BOARD ACTION

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

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		College and Universities Sources and Uses of Funds								
a		b 2008	d 2009	d 2010	e 2011	f 2012	g 2013	h 2014	i 2015	i vs b
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$314,488,045	\$334,513,827	\$299,109,226	\$259,619,803	\$251,916,503	\$269,919,595	\$279,452,595	\$298,525,915	-5%
2	Approp: Federal Stimulus	\$0	\$0	\$15,140,600	\$4,305,900	\$0	\$0	\$0	\$0	0%
3	Approp: Endowment Funds	7,851,500	8,595,000	9,616,400	9,616,600	9,616,600	9,927,400	10,729,200	12,528,000	60%
4	Approp: Student Fees	127,138,432	133,817,937	147,923,452	177,342,376	202,215,526	216,238,128	227,240,000	241,252,060	90%
5	Institutional Student Fees	53,727,411	68,778,167	70,354,988	66,974,551	71,649,406	79,135,463	86,355,074	84,993,859	58%
6	Federal Grants & Contracts	265,635,778	306,549,636	345,950,919	389,010,370	415,693,822	112,497,648	115,546,707	112,713,666	
7	Federal Student Financial Aid	0	0	0	0	0	312,522,291	307,937,134	288,465,659	
8	State Grants & Contracts (1)	29,078,797	22,579,764	19,547,568	19,791,273	21,583,007	22,152,755	21,682,868	22,847,714	-21%
9	Private Gifts, Grants & Contr	45,297,552	52,934,827	61,212,799	52,374,136	53,920,532	64,120,559	67,276,644	63,564,826	40%
10	Sales & Serv of Educ Act	53,122,434	37,016,556	36,919,925	36,783,785	30,744,992	24,044,782	24,780,015	26,730,054	-50%
11	Sales & Serv of Aux Ent	101,256,483	115,841,076	107,248,607	110,074,583	113,931,176	116,207,575	114,684,647	108,802,298	7%
12	Indirect Cost Recovery	17,022,432	16,219,905	16,240,498	20,580,602	22,647,183	21,792,012	19,517,154	17,810,995	5%
13	Other	17,695,052	31,639,351	30,307,244	24,151,223	26,774,339	31,897,012	38,387,194	35,284,442	99%
14	Total Revenues	\$1,032,313,916	\$1,128,486,046	\$1,159,572,226	\$1,170,625,202	\$1,220,693,086	\$1,280,455,220	\$1,313,589,232	\$1,313,519,488	27%
15										
16 Expenditures by Function										
17	Instruction	\$296,335,596	\$308,044,914	\$291,533,121	\$294,191,076	\$301,572,754	\$318,647,448	\$333,078,432	\$346,136,944	17%
18	Research	129,378,452	127,785,344	125,105,050	128,674,626	127,060,429	138,537,678	138,668,790	133,858,279	3%
19	Public Service	47,171,968	47,864,534	49,677,930	49,068,029	47,316,195	48,191,701	50,471,780	52,407,594	11%
23	Academic Support	45,414,776	52,002,954	51,936,010	45,280,025	49,906,432	52,845,452	57,204,583	59,818,983	32%
20	Library	21,461,373	22,100,450	21,383,390	20,814,300	20,878,394	22,471,260	22,866,050	24,139,803	12%
21	Student Services	29,349,085	31,557,967	32,820,763	33,483,114	35,749,087	40,597,148	41,517,946	44,381,614	51%
22	Institutional Support	82,407,226	89,758,914	93,931,121	90,467,652	88,930,254	91,353,187	94,527,863	99,533,947	21%
23	Physical Plant	65,171,683	64,607,677	66,661,815	62,713,180	63,567,095	69,663,266	73,626,803	73,943,495	13%
24	Scholarships/Fellowships	186,089,315	232,823,600	266,065,077	294,625,270	330,513,313	29,479,224	32,740,699	32,630,710	
25	Federal Student Financial Aid	0	0	0	0	0	312,522,291	307,937,134	288,465,659	
26	Auxiliary Enterprises (2)	112,383,363	122,813,491	95,677,135	91,616,578	92,340,574	92,031,875	95,364,479	88,373,548	-21%
27	Athletics	42,079,331	49,026,816	49,707,574	57,338,387	58,102,906	64,064,804	62,856,999	62,584,986	49%
28	Other-Incl One-Time	237,100	1,020,367	14,171,537	3,045,065	2,641,078	1,659,729	1,843,465	9,583,149	3942%
29										
30	Total Bdgt by Function	\$1,057,479,268	\$1,149,407,028	\$1,158,670,523	\$1,171,317,303	\$1,218,578,511	\$1,282,065,063	\$1,312,705,023	\$1,315,858,712	24%

(1) Includes state grants, scholarships, and work study

(2) Auxiliary Enterprises includes University of Idaho's Student Recreation Center

College & Universities Summary
Summary of Sources and Uses of Ongoing Funds
Fiscal Year 2015

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General Education	Professional- Technical Education	Special Programs	Auxiliary Enterprise	Instit Accounts	Grants & Contracts	Operating Budgets	of Total
SOURCES OF FUNDS:								
State Appropriations								
1 General Account	\$245,275,800	\$14,343,105	\$36,960,900	\$0	\$0	\$0	\$296,579,805	22.5%
2 General Acct - One time funds	5,947,400	179,710	457,800	0	0	0	6,584,910	0.5%
3 Endowment Funds	12,528,000	0	0	0	0	0	12,528,000	1.0%
4 Student Fees	241,051,900	0	200,160	0	0	0	241,252,060	18.3%
5 One-time Replacement Cap.	0	0	0	0	0	0	0	0.0%
6 Federal Stimulus Funds	0	0	0	0	0	0	0	0.0%
7								
8 Total Appropriations	\$504,803,100	\$14,522,815	\$37,618,860	\$0	\$0	\$0	\$556,944,775	42.3%
9								
10 Other Student Fees	\$0	\$0	\$890,900	\$27,946,382	\$56,156,577	\$0	\$84,993,859	6.4%
11 Federal Approp/Grants/Contrac	\$0	\$0	\$0	\$0	\$0	\$112,713,666	112,713,666	8.6%
12 Federal Student Financial Aid	\$0	\$0	\$0	\$0	\$0	\$288,465,659	288,465,659	21.9%
13 State Grants & Contracts	\$0	\$0	\$0	\$0	\$650,148	\$22,197,566 (3)	22,847,714	1.7%
14 Private Gifts, Grts & Contr	\$0	\$0	\$0	\$12,751,653	\$33,380,779	\$17,432,394	63,564,826	4.8%
15 Sales & Serv of Educ Act	\$0	\$0	\$0	\$47,000	\$26,683,054	\$0	26,730,054	2.0%
16 Sales & Serv of Aux Ent	\$0	\$0	\$0	\$95,361,543	\$13,440,755	\$0	108,802,298	8.3%
17 Indirect Costs	\$0	\$0	\$0	\$0	\$17,810,995	\$0	17,810,995	1.4%
18 Other	\$168,700	\$0	\$125,700	\$7,246,851	\$27,335,427	\$407,764	35,284,442	2.7%
19								
20 Total Revenue	\$504,971,800	\$14,522,815	\$38,635,460	\$143,353,429	\$175,457,734	\$441,217,050	\$1,318,158,288	100.0%
21 USES OF FUNDS:								
22 Instruction	\$230,046,619	\$13,760,780	\$9,320,160	\$0	\$70,369,584	\$22,639,801	\$346,136,944	26.2%
23 Research	\$19,313,485	\$0	\$16,849,121	\$0	\$10,807,514	\$91,526,959	138,497,079	10.5%
24 Public Service	\$1,839,633	\$0	\$12,049,279	\$0	\$5,728,585	\$32,790,097	52,407,594	4.0%
25 Academic Support	\$42,395,325	\$460,579	\$0	\$0	\$16,963,079	\$0	59,818,983	4.5%
26 Libraries	\$23,313,977	\$0	\$0	\$0	\$825,826	\$0	24,139,803	1.8%
27 Student Services	\$27,491,801	\$98,660	\$0	\$0	\$14,969,434	\$1,821,719	44,381,614	3.4%
28 Institutional Support	\$64,233,880	\$23,086	\$0	\$0	\$35,276,981	\$0	99,533,947	7.5%
29 Physical Plant	\$66,484,375	\$0	\$0	\$0	\$6,574,199	\$884,921	73,943,495	5.6%
30 Scholarships & Fellowships	\$9,944,798	\$0	\$0	\$5,231,955	\$14,366,064	\$3,087,893	32,630,710	2.5%
31 Federal Student Financial Aid	\$0	\$0	\$0	\$0	\$0	\$288,465,659	288,465,659	21.8%
32 Auxiliary Enterprises (2)	\$11,400	\$0	\$0	\$87,586,762	\$775,386	\$0	88,373,548	6.7%
33 Athletics (1)	\$10,909,968	\$0	\$0	\$49,694,853	\$1,980,165	\$0	62,584,986	4.7%
34 Other (Incl One-Time Funds)	\$8,986,539	\$179,710	\$416,900	\$0	\$0	\$0	9,583,149	0.7%
35								
36 Total Uses	\$504,971,800	\$14,522,815	\$38,635,460	\$142,513,570	\$178,636,817	\$441,217,050	\$1,320,497,512	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	\$839,859	(\$3,179,083)	\$0	(\$2,339,224)	
40								
41								
42 Employee FTE	4,226.02	180.90	299.84	618.22	1,030.97	384.52	6,740.47	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Auxiliary Enterprises includes University of Idaho's Kibbie Dome operations								
47 (3) Includes state grants, scholarships, and work study								

**Boise State University
Sources and Uses of Funds**

		a	b	c	d	e	f	g	h	i	
			2008	2009	2010	2011	2012	2013	2014	2015	i vs b
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:											
1	Approp: General Funds		\$87,917,018	\$95,700,847	\$78,835,980	\$70,506,500	\$68,005,800	\$74,496,000	\$77,703,500	\$83,460,500	-5%
2	Approp: Federal Stimulus		-	-	4,856,400	1,381,100	-	-	-	-	0%
3	Approp: Endowment Funds		0	0	0	0	0	0	0	0	0%
4	Approp: Student Fees		46,870,800	50,322,017	55,165,000	61,818,400	70,126,300	76,318,400	82,819,800	90,629,600	93%
5	Institutional Student Fees		18,728,250	30,380,097	29,373,721	24,094,812	27,302,419	31,241,972	37,736,289	37,827,575	102%
6	Federal Grants & Contracts		59,296,679	84,068,486	89,641,739	91,434,574	114,526,277	32,100,129	32,742,131	26,946,770	
7	Federal Student Financial Aid							93,000,000	93,000,000	85,000,000	
8	State Grants & Contracts (1)		7,799,964	3,246,324	2,840,328	2,897,135	3,379,468	2,502,674	2,597,409	2,742,190	-65%
9	Private Gifts, Grants & Contr		10,021,346	13,309,333	22,489,477	17,621,575	17,222,042	24,613,704	30,515,015	28,501,024	184%
10	Sales & Serv of Educ Act		1,108,983	0	0	0	0	0	0	0	-100%
11	Sales & Serv of Aux Ent		42,643,084	56,966,521	49,268,011	47,671,784	54,170,604	53,138,693	54,301,532	54,579,692	28%
12	Indirect Cost Recovery		2,575,000	3,022,557	3,083,009	4,491,646	5,395,226	5,430,885	5,539,503	4,349,889	69%
13	Other		11,891,121	15,656,592	15,273,559	8,310,233	15,075,691	20,444,074	26,188,400	23,030,296	94%
14	Total Revenues		\$288,852,245	\$352,672,774	\$350,827,224	\$330,227,759	\$375,203,827	\$413,286,531	\$443,143,579	\$437,067,536	51%
15											
16	Expenditures by Function										
17	Instruction		\$89,639,975	\$95,003,418	\$86,989,423	\$90,631,721	\$92,024,606	\$102,215,854	\$112,366,933	\$116,927,364	30%
18	Research		13,413,787	17,891,374	18,088,831	15,026,939	19,967,082	30,867,286	32,111,329	24,547,890	83%
19	Public Service		10,884,802	13,130,655	12,534,632	12,786,895	12,177,939	13,479,370	13,788,180	15,300,187	41%
23	Academic Support		14,708,294	18,854,391	22,050,035	15,686,466	18,826,838	19,966,959	22,892,201	25,052,930	70%
20	Library		7,135,544	7,407,503	7,160,147	6,997,873	6,902,947	7,291,196	7,287,094	7,556,320	6%
21	Student Services		9,166,797	10,269,955	13,195,914	11,941,830	12,117,207	16,026,556	16,541,328	18,390,266	101%
22	Institutional Support		22,961,137	30,496,067	33,745,968	26,710,970	28,989,836	29,764,591	33,325,817	37,054,222	61%
23	Physical Plant		14,597,502	17,037,209	18,189,410	15,081,111	15,398,849	20,339,348	21,262,303	19,701,035	35%
24	Scholarships/Fellowships		50,787,808	68,285,664	72,646,006	71,650,735	96,328,558	10,846,409	13,164,621	11,728,102	
25	Federal Student Financial Aid							93,000,000	93,000,000	85,000,000	
26	Auxiliary Enterprises		58,090,714	67,963,096	38,904,476	33,068,047	38,755,931	36,169,293	41,568,212	39,687,332	-32%
27	Athletics		19,719,525	25,584,503	26,312,240	32,806,108	33,540,533	37,883,119	36,051,747	35,842,187	82%
28	Other-Incl One-Time		0	0	800,000	1,381,100	530,400	0	0	3,114,400	100%
29											
30	Total Bdgt by Function		\$311,105,885	\$371,923,835	\$350,617,082	\$333,769,795	\$375,560,726	\$417,849,981	\$443,359,765	\$439,902,235	41%

(1) Includes state grants, scholarships, and work study

Boise State University
Summary of Sources and Uses of Funds
Fiscal Year 2015

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General Education	Professional-Technical Education	Special Programs	Auxiliary Enterprise	Instit Accounts	Grants & Contracts	Operating Budgets	of Total
SOURCES OF FUNDS:								
State Appropriations								
1 General Account	\$80,770,800		\$410,900				\$81,181,700	18.6%
2 General Acct - One time funds	\$2,278,800						2,278,800	0.5%
3 Endowment Funds							0	0.0%
4 Student Fees	90,629,600						90,629,600	20.7%
5 One-time Replacement Cap.							0	0.0%
6 Federal Stimulus Funds							0	0.0%
7								
8 Total Appropriations	\$173,679,200	\$0	\$410,900	\$0	\$0	\$0	\$174,090,100	39.8%
9								
10 Other Student Fees				\$9,782,894	\$28,044,681		\$37,827,575	8.7%
11 Federal Approp/Grants/Contracts						26,946,770	26,946,770	6.2%
12 Federal Student Financial Aid						85,000,000	85,000,000	19.4%
13 State Grants & Contracts						2,742,190 (2)	2,742,190	0.6%
14 Private Gifts, Grts & Contr				9,216,102	15,462,876	3,822,046	28,501,024	6.5%
15 Sales & Serv of Educ Act							0	0.0%
16 Sales & Serv of Aux Ent				53,507,037	1,072,655		54,579,692	12.5%
17 Indirect Costs					4,349,889		4,349,889	1.0%
18 Other				6,221,239	16,809,057		23,030,296	5.3%
19								
20 Total Revenue	\$173,679,200	\$0	\$410,900	\$78,727,272	\$65,739,158	\$118,511,006	\$437,067,536	100.0%
21 USES OF FUNDS:								
22 Instruction	\$84,487,607				\$25,769,679	\$6,670,078	\$116,927,364	26.6%
23 Research	4,209,380				3,531,872	16,806,638	24,547,890	5.6%
24 Public Service	1,518,438		410,900		3,336,559	10,034,290	15,300,187	3.5%
25 Academic Support	17,761,080				7,291,850		25,052,930	5.7%
26 Libraries	7,266,866				289,454		7,556,320	1.7%
27 Student Services	10,127,548				8,262,718		18,390,266	4.2%
28 Institutional Support	25,019,211				12,035,011		37,054,222	8.4%
29 Physical Plant	17,502,770				2,198,265		19,701,035	4.5%
30 Scholarships & Fellowships				5,231,955	6,496,147		11,728,102	2.7%
31 Federal Student Financial Aid						85,000,000	85,000,000	19.3%
32 Auxiliary Enterprises				39,687,332			39,687,332	9.0%
33 Athletics (1)	2,671,900			33,170,287			35,842,187	8.1%
34 Other (Incl One-Time Funds)	3,114,400						3,114,400	0.7%
35								
36 Total Uses	\$173,679,200	\$0	\$410,900	\$78,089,574	\$69,211,555	\$118,511,006	\$439,902,235	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	\$637,698	(\$3,472,397)	\$0	(\$2,834,699)	
40								
41								
42 Employee FTE	1,474.62		2.19	350.62	374.21	163.00	2,364.64	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								

**Idaho State University
Sources and Uses of Funds**

a		b	c	d	e	f	g	h	i	i vs b
		2008	2009	2010	2011	2012	2013	2014	2015	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$82,812,633	\$87,622,446	\$78,598,679	\$70,977,925	\$68,913,825	\$74,049,598	\$76,984,198	\$80,576,998	-3%
2	Approp: Federal Stimulus	-	-	4,126,300	1,173,500	-	-	-		0%
3	Approp: Endowment Funds	1,843,500	2,020,700	2,121,300	2,121,500	2,121,500	2,125,600	2,227,800	2,599,200	41%
4	Approp: Student Fees	32,365,532	34,013,220	37,588,552	46,318,776	53,342,096	56,204,528	58,471,100	62,791,260	94%
5	Institutional Student Fees	17,184,861	18,281,770	19,699,467	21,224,439	22,400,287	24,954,791	25,705,455	26,349,054	53%
6	Federal Grants & Contracts	85,056,199	89,146,950	103,935,280	120,640,296	121,810,845	18,717,019	18,104,976	19,199,454	
7	Federal Student Financial Aid						99,897,691	105,763,134	99,790,102	
8	State Grants & Contracts (1)	7,229,833	7,560,240	8,034,740	8,638,938	10,321,739	11,786,781	11,804,673	13,261,587	83%
9	Private Gifts, Grants & Contr	10,911,881	12,012,194	13,366,222	13,038,361	16,558,590	18,948,455	14,777,870	12,872,988	18%
10	Sales & Serv of Educ Act	4,462,051	4,930,056	5,146,525	5,124,285	5,427,392	5,478,282	5,872,971	6,110,464	37%
11	Sales & Serv of Aux Ent	21,976,328	22,222,614	20,371,796	20,904,227	21,275,772	23,003,482	23,489,102	23,656,934	8%
12	Indirect Cost Recovery	5,297,432	6,612,348	5,907,489	5,648,956	5,811,957	4,921,127	3,854,651	3,378,106	-36%
13	Other	3,108,241	2,947,959	2,821,385	4,546,790	4,772,178	4,460,138	4,523,306	4,592,684	48%
14	Total Revenues	\$272,248,491	\$287,370,497	\$301,717,735	\$320,357,993	\$332,756,181	\$344,547,492	\$351,579,236	\$355,178,831	30%
15										
16	Expenditures by Function									
17	Instruction	\$88,505,670	\$92,765,539	\$89,304,998	\$89,060,654	\$92,732,030	\$99,085,733	\$100,888,469	\$105,478,597	19%
18	Research	26,517,682	29,973,932	30,392,481	34,018,929	36,568,011	36,293,273	31,882,624	31,660,093	19%
19	Public Service	4,512,895	4,826,166	3,851,861	3,180,603	5,166,057	4,931,209	6,012,450	6,461,619	43%
23	Academic Support	11,792,910	13,319,827	12,668,776	12,764,214	13,196,267	14,610,603	14,877,138	14,712,979	25%
20	Library	5,372,714	5,390,026	4,939,251	4,924,218	4,923,422	5,310,128	5,317,235	5,712,097	6%
21	Student Services	8,144,786	8,455,009	7,804,741	7,563,755	7,592,089	8,273,681	8,296,818	8,996,565	10%
22	Institutional Support	16,998,353	18,575,992	18,432,015	22,035,515	22,336,175	23,672,120	25,099,214	25,579,656	50%
23	Physical Plant	15,045,944	15,576,677	18,031,943	16,804,498	17,545,953	19,067,230	20,038,512	20,818,034	38%
24	Scholarships/Fellowships	71,621,259	74,518,868	89,821,109	103,552,073	105,199,169	4,422,581	4,524,535	5,814,688	
25	Federal Student Financial Aid						99,897,691	105,763,134	99,790,102	
26	Auxiliary Enterprises	18,208,958	17,470,121	16,583,859	16,971,281	17,382,243	18,438,882	19,075,067	18,860,333	4%
27	Athletics	7,935,703	8,019,039	7,949,803	8,045,694	8,182,213	8,743,625	8,766,400	8,832,502	11%
28	Other-Incl One-Time	0	0	2,534,237	1,425,765	2,110,678	1,594,729	1,832,465	2,766,239	100%
29										
30	Total Bdgt by Function	\$274,656,874	\$288,891,196	\$302,315,074	\$320,347,200	\$332,934,307	\$344,341,485	\$352,374,061	\$355,483,504	29%

(1) Includes state grants, scholarships, and work study

Idaho State University
Summary of Sources and Uses of Funds
Fiscal Year 2015

	A	B	C	D	E	F	G	H
	Operating Budgets							
	Board Approved Budgets			CEO Approved	Estimated Budgets		Total	%
	General	Professional- Technical	Special	Auxiliary	Instit	Grants &	Operating	of
	Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	Total
SOURCES OF FUNDS:								
State Appropriations								
1 General Account	\$66,683,800	\$10,397,898	\$2,891,700				\$79,973,398	22.5%
2 General Acct - One time funds	562,700		40,900				603,600	0.2%
3 Endowment Funds	2,599,200						2,599,200	0.7%
4 Student Fees	62,591,100		200,160				62,791,260	17.7%
5 One-time Replacement Cap.							0	0.0%
6 Federal Stimulus Funds							0	0.0%
7								
8 Total Appropriations	\$132,436,800	\$10,397,898	\$3,132,760	\$0	\$0	\$0	\$145,967,458	41.1%
9								
10 Other Student Fees				\$9,380,892	\$16,968,162		\$26,349,054	7.4%
11 Federal Approp/Grants/Contracts				0		19,199,454	19,199,454	5.4%
12 Federal Student Financial Aid				0		99,790,102	99,790,102	28.1%
13 State Grants & Contracts					192,319	13,069,268 (2)	13,261,587	3.7%
14 Private Gifts, Grts & Contr				570,777	2,370,625	9,931,586	12,872,988	3.6%
15 Sales & Serv of Educ Act				47,000	6,063,464		6,110,464	1.7%
16 Sales & Serv of Aux Ent				13,197,662	10,459,272		23,656,934	6.7%
17 Indirect Costs					3,378,106		3,378,106	1.0%
18 Other				714,431	3,470,489	407,764	4,592,684	1.3%
19								
20 Total Revenue	\$132,436,800	\$10,397,898	\$3,132,760	\$23,910,762	\$42,902,437	\$142,398,174	\$355,178,831	100.0%
21 USES OF FUNDS:								
22 Instruction	\$62,660,918	\$10,397,898	\$2,628,860		\$19,733,372	\$10,057,549	\$105,478,597	29.7%
23 Research	4,846,201				2,195,190	24,618,702	31,660,093	8.9%
24 Public Service	0		503,900		219,968	5,737,751	6,461,619	1.8%
25 Academic Support	10,651,112				4,061,867		14,712,979	4.1%
26 Libraries	5,490,128				221,969		5,712,097	1.6%
27 Student Services	6,417,983				1,590,482	988,100	8,996,565	2.5%
28 Institutional Support	14,131,519				11,448,137		25,579,656	7.2%
29 Physical Plant	18,805,245				2,012,789		20,818,034	5.9%
30 Scholarships & Fellowships	3,215,555				1,393,163	1,205,970	5,814,688	1.6%
31 Federal Student Financial Aid						99,790,102	99,790,102	28.1%
32 Auxiliary Enterprises				18,860,333			18,860,333	5.3%
33 Athletics (1)	3,451,900			5,380,602			8,832,502	2.5%
34 Other (Incl One-Time Funds)	2,766,239						2,766,239	0.8%
35								
36 Total Uses	\$132,436,800	\$10,397,898	\$3,132,760	\$24,240,935	\$42,876,937	\$142,398,174	\$355,483,504	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	(\$330,173)	\$25,500	\$0	(\$304,673)	
40								
41								
42 Employee FTE	1,144.21	126.32	14.75	121.05	220.95	159.93	1,787.21	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								

University of Idaho
Sources and Uses of Ongoing Funds

a		b	c	d	e	f	g	h	i	i vs b
		2008	2009	2010	2011	2012	2013	2014	2015	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$126,053,100	\$130,916,100	\$124,207,900	\$102,473,100	\$99,891,100	\$104,793,100	\$107,524,800	\$116,199,600	-8%
2	Approp: Federal Stimulus	-	-	5,320,600	1,513,100	-	-	-	-	0%
3	Approp: Endowment Funds	4,853,000	5,307,300	6,164,400	6,164,400	6,164,400	6,466,800	7,166,400	8,356,800	72%
4	Approp: Student Fees	39,755,400	40,948,900	45,653,000	58,422,800	67,004,730	71,428,200	72,756,100	73,465,100	85%
5	Institutional Student Fees	12,851,500	15,100,300	16,279,600	16,514,700	16,569,000	17,926,600	18,098,760	16,661,630	30%
6	Federal Grants & Contracts	106,582,900	117,534,200	131,373,900	152,535,500	155,156,700	61,180,500	64,299,600	66,067,442	
7	Federal Student Financial Aid						93,624,600	85,174,000	80,675,557	
8	State Grants & Contracts (1)	11,649,000	9,373,200	5,672,500	5,255,200	4,881,800	5,163,300	5,280,786	5,443,937	-53%
9	Private Gifts, Grants & Contr	22,364,325	25,713,300	23,757,100	19,914,200	18,139,900	18,558,400	20,183,759	20,490,814	-8%
10	Sales & Serv of Educ Act	46,151,400	30,586,500	30,473,400	30,459,500	24,017,600	17,266,500	17,907,044	19,619,590	-57%
11	Sales & Serv of Aux Ent	34,080,385	34,199,300	34,999,600	39,162,600	36,091,700	37,530,400	33,781,163	27,843,422	-18%
12	Indirect Cost Recovery	9,000,000	6,435,000	7,150,000	10,340,000	11,340,000	11,340,000	10,023,000	10,023,000	11%
13	Other	1,695,690	12,134,800	11,612,300	10,594,200	6,298,070	6,392,800	7,175,488	7,361,462	334%
14	Total Revenues	\$415,036,700	\$428,248,900	\$442,664,300	\$453,349,300	\$445,555,000	\$451,671,200	\$449,370,900	\$452,208,354	9%
15										
16 Expenditures by Function										
17	Instruction	\$99,357,680	\$99,274,538	\$94,752,796	\$94,092,371	\$96,773,742	\$96,847,048	\$99,242,944	\$102,807,496	3%
18	Research	89,093,982	79,583,577	76,425,138	79,459,661	70,333,066	71,178,677	74,496,556	77,436,409	-13%
19	Public Service	29,259,100	27,589,351	31,426,724	31,565,877	28,069,242	27,683,100	28,848,035	29,603,447	1%
23	Academic Support	15,972,232	16,833,129	14,393,349	14,363,064	15,326,781	15,547,604	16,791,965	16,897,039	6%
20	Library	7,940,553	8,267,702	8,220,580	7,840,734	8,001,488	8,795,223	9,092,324	9,633,254	21%
21	Student Services	8,783,265	9,371,106	8,647,739	10,384,949	12,332,858	12,525,006	12,334,623	12,749,338	45%
22	Institutional Support	37,728,185	35,397,800	36,563,262	36,998,463	32,786,254	33,010,401	31,168,096	32,037,276	-15%
23	Physical Plant	31,917,175	28,670,636	27,406,419	27,845,934	27,737,523	27,195,047	29,267,914	30,185,307	-5%
24	Scholarships/Fellowships	50,939,548	76,068,868	83,854,362	95,965,062	105,082,386	13,965,734	14,748,643	14,668,320	
25	Federal Student Financial Aid						93,624,600	85,174,000	80,675,557	
26	Auxiliary Enterprises (2)	33,099,076	34,460,919	37,284,100	38,768,100	33,383,000	34,436,000	31,423,000	26,421,283	-20%
27	Athletics	12,144,504	13,086,274	13,213,731	14,181,585	14,077,060	15,057,460	15,472,700	15,202,829	25%
28	Other-Incl One-Time	0	0	10,000,000	0	0	0	0	3,420,800	100%
29										
30	Total Bdgt by Function	\$416,235,300	\$428,603,900	\$442,188,200	\$451,465,800	\$443,903,400	\$449,865,900	\$448,060,800	\$451,738,356	9%

(1) Includes state grants, scholarships, and work study

(2) Auxiliary Enterprises includes University of Idaho's Student Recreation Center

University of Idaho
Summary of Sources and Uses of Funds
Fiscal Year 2015

	A	B	C	D	E	F	G	H
	Board Approved Budgets			Operating Budgets			Total	%
	General	Professional- Technical	Special	Auxiliary	Instit	Grants &	Operating	%
	Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	of Total
SOURCES OF FUNDS:								
State Appropriations								
1 General Account	\$79,120,500		\$33,658,300				112,778,800	24.9%
2 General Acct - One time funds	3,003,900		416,900				3,420,800	0.8%
3 Endowment Funds	8,356,800						8,356,800	1.8%
4 Student Fees	73,465,100						73,465,100	16.2%
5 One-time Replacement Cap.							0	0.0%
6 Federal Stimulus Funds							0	0.0%
7								
8 Total Appropriations	163,946,300		34,075,200	0	0	0	198,021,500	43.8%
9								
10 Other Student Fees			890,900	6,726,996	9,043,734		16,661,630	3.7%
11 Federal Approp/Grants/Contracts						66,067,442	66,067,442	14.6%
12 Federal Student Financial Aid						80,675,557	80,675,557	17.8%
13 State Grants & Contracts					457,829	4,986,108 (2)	5,443,937	1.2%
14 Private Gifts, Grts & Contr				2,964,774	14,147,278	3,378,762	20,490,814	4.5%
15 Sales & Serv of Educ Act					19,619,590		19,619,590	4.3%
16 Sales & Serv of Aux Ent				26,520,594	1,322,828		27,843,422	6.2%
17 Indirect Costs					10,023,000		10,023,000	2.2%
18 Other	168,700		125,700	311,181	6,755,881		7,361,462	1.6%
19								
20 Total Revenue	164,115,000		35,091,800	36,523,545	61,370,139	155,107,870	452,208,354	100.0%
USES OF FUNDS:								
21								
22 Instruction	68,519,489		6,691,300		22,913,333	4,683,374	102,807,496	22.8%
23 Research	5,480,817		16,849,121		5,080,452	50,026,019	77,436,409	17.1%
24 Public Service	654		11,134,479		1,815,258	16,653,056	29,603,447	6.6%
25 Academic Support	11,467,577				5,429,462		16,897,039	3.7%
26 Libraries	9,326,451				306,803		9,633,254	2.1%
27 Student Services	7,869,285				4,577,034	303,019	12,749,338	2.8%
28 Institutional Support	20,831,443				11,205,833		32,037,276	7.1%
29 Physical Plant	27,192,941				2,107,445	884,921	30,185,307	6.7%
30 Scholarships & Fellowships	6,729,243				6,057,154	1,881,923	14,668,320	3.2%
31 Federal Student Financial Aid	0					80,675,557	80,675,557	17.9%
32 Auxiliary Enterprises (3)	0			25,645,897	775,386		26,421,283	5.8%
33 Athletics (1)	3,693,200			10,539,064	970,565		15,202,829	3.4%
34 Other-Incl One-Time	3,003,900		416,900				3,420,800	0.8%
35								
36 Total Uses	164,115,000		35,091,800	36,184,961	61,238,725	155,107,870	451,738,356	100.0%
37								
38								
39 Incr/(Decr) to Balance	0		0	338,584	131,414	0	469,998	
40								
41								
42 Employee FTE	1,268.62	0.00	282.90	130.72	414.27	38.66	2,135.17	
43								
44 (1) The General Education program supports intercollegiate athletics, which is an auxiliary enterprise. General Education support for athletics								
45 is reported in the General Education column, not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47 (3) Auxiliary Enterprises includes the Student Recreation Center.								

**Lewis-Clark State College
Sources and Uses of Funds**

a		b	c	d	e	f	g	h	i	i vs b
		2008	2009	2010	2011	2012	2013	2014	2015	
		Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	% Change
Revenues by Source:										
1	Approp: General Funds	\$17,705,294	\$20,274,434	\$17,466,667	\$15,662,278	\$15,105,778	\$16,580,897	\$17,240,097	\$18,288,817	3%
2	Approp: Federal Stimulus	-	-	837,300	238,200	-	-	-	-	0%
3	Approp: Endowment Funds	1,155,000	1,267,000	1,330,700	1,330,700	1,330,700	1,335,000	1,335,000	1,572,000	36%
4	Approp: Student Fees	8,146,700	8,533,800	9,516,900	10,782,400	11,742,400	12,287,000	13,193,000	14,366,100	76%
5	Institutional Student Fees	4,962,800	5,016,000	5,002,200	5,140,600	5,377,700	5,012,100	4,814,570	4,155,600	-16%
6	Federal Grants & Contracts	14,700,000	15,800,000	21,000,000	24,400,000	24,200,000	500,000	400,000	500,000	
7	Federal Student Financial Aid						26,000,000	24,000,000	23,000,000	
8	State Grants & Contracts (1)	2,400,000	2,400,000	3,000,000	3,000,000	3,000,000	2,700,000	2,000,000	1,400,000	-42%
9	Private Gifts, Grants & Contr	2,000,000	1,900,000	1,600,000	1,800,000	2,000,000	2,000,000	1,800,000	1,700,000	-15%
10	Sales & Serv of Educ Act	1,400,000	1,500,000	1,300,000	1,200,000	1,300,000	1,300,000	1,000,000	1,000,000	-29%
11	Sales & Serv of Aux Ent	2,556,686	2,452,641	2,609,200	2,335,972	2,393,100	2,535,000	3,112,850	2,722,250	6%
12	Indirect Cost Recovery	150,000	150,000	100,000	100,000	100,000	100,000	100,000	60,000	-60%
13	Other	1,000,000	900,000	600,000	700,000	628,400	600,000	500,000	300,000	-70%
14	Total Revenues	\$56,176,480	\$60,193,875	\$64,362,967	\$66,690,150	\$67,178,078	\$70,949,997	\$69,495,517	\$69,064,767	23%
15										
16	Expenditures by Function									
17	Instruction	\$18,832,271	\$21,001,419	\$20,485,904	\$20,406,330	\$20,042,376	\$20,498,813	\$20,580,086	\$20,923,487	11%
18	Research	353,001	336,461	198,600	169,097	192,270	198,442	178,281	213,887	-39%
19	Public Service	2,515,171	2,318,362	1,864,713	1,534,654	1,902,957	2,098,022	1,823,115	1,042,341	-59%
23	Academic Support	2,941,340	2,995,607	2,823,850	2,466,281	2,556,546	2,720,286	2,643,279	3,156,035	7%
20	Library	1,012,562	1,035,219	1,063,412	1,051,475	1,050,537	1,074,713	1,169,397	1,238,132	22%
21	Student Services	3,254,237	3,461,897	3,172,369	3,592,580	3,706,933	3,771,905	4,345,177	4,245,445	30%
22	Institutional Support	4,719,551	5,289,055	5,189,876	4,722,704	4,817,989	4,906,075	4,934,736	4,862,793	3%
23	Physical Plant	3,611,062	3,323,155	3,034,043	2,981,637	2,884,770	3,061,641	3,058,074	3,239,119	-10%
24	Scholarships/Fellowships	12,740,700	13,950,200	19,743,600	23,457,400	23,903,200	244,500	302,900	419,600	
25	Federal Student Financial Aid						26,000,000	24,000,000	23,000,000	
26	Auxiliary Enterprises	2,984,615	2,919,355	2,904,700	2,809,150	2,819,400	2,987,700	3,298,200	3,404,600	14%
27	Athletics	2,279,599	2,337,000	2,231,800	2,305,000	2,303,100	2,380,600	2,566,152	2,707,468	19%
28	Other-Incl One-Time	237,100	1,020,367	837,300	238,200	0	65,000	11,000	281,710	19%
29							0	0	0	
30	Total Bdgt by Function	\$55,481,209	\$59,988,097	\$63,550,167	\$65,734,508	\$66,180,078	\$70,007,697	\$68,910,397	\$68,734,617	24%

(1) Includes state grants, scholarships, and work study

Lewis-Clark State College
Summary of Sources and Uses of Funds
Fiscal Year 2015

	A	B	C	D	E	F	G	H
	Board Approved Budgets			Operating Budgets		Estimated Budgets		
	Professional-			CEO Approved			Total	%
	General	Technical	Special	Auxiliary	Instit	Grants &	Operating	of
	Education	Education	Programs	Enterprise	Accounts	Contracts	Budgets	Total
SOURCES OF FUNDS:								
State Appropriations								
1 General Account	\$14,061,900	\$3,945,207					\$18,007,107	26.1%
2 General Acct - One time funds	102,000	179,710					281,710	0.4%
3 Endowment Funds	1,572,000						1,572,000	2.3%
4 Student Fees	14,366,100						14,366,100	20.8%
5 One-time Replacement Cap.							0	0.0%
6 Federal Stimulus Funds							0	0.0%
7								
8 Total Appropriations	\$30,102,000	\$4,124,917	\$0	\$0	\$0	\$0	\$34,226,917	49.6%
9								
10 Other Student Fees				\$2,055,600	\$2,100,000		4,155,600	6.0%
11 Federal Approp/Grants/Contracts						\$500,000	500,000	0.7%
12 Federal Student Financial Aid						23,000,000 (3)	23,000,000	33.3%
13 State Grants & Contracts						1,400,000 (2)	1,400,000	2.0%
14 Private Gifts, Grts & Contr					1,400,000	300,000	1,700,000	2.5%
15 Sales & Serv of Educ Act					1,000,000		1,000,000	1.4%
16 Sales & Serv of Aux Ent				2,136,250	586,000		2,722,250	3.9%
17 Indirect Costs					60,000		60,000	0.1%
18 Other					300,000		300,000	0.4%
19								
20 Total Revenue	\$30,102,000	\$4,124,917	\$0	\$4,191,850	\$5,446,000	\$25,200,000	\$69,064,767	100.0%
21 USES OF FUNDS:								
22 Instruction	\$14,378,605	\$3,362,882			\$1,953,200	\$1,228,800	\$20,923,487	30.4%
23 Research	138,287					75,600	213,887	0.3%
24 Public Service	320,541				356,800	365,000	1,042,341	1.5%
25 Academic Support	2,515,556	460,579			179,900		3,156,035	4.6%
26 Libraries	1,230,532				7,600		1,238,132	1.8%
27 Student Services	3,076,985	98,660			539,200	530,600	4,245,445	6.2%
28 Institutional Support	4,251,707	23,086			588,000		4,862,793	7.1%
29 Physical Plant	2,983,419				255,700		3,239,119	4.7%
30 Scholarships & Fellowships					419,600		419,600	0.6%
31 Federal Student Financial Aid						23,000,000 (3)	23,000,000	33.5%
32 Auxiliary Enterprises	11,400			3,393,200			3,404,600	5.0%
33 Athletics (1)	1,092,968			604,900	1,009,600		2,707,468	3.9%
34 Other-Incl One-Time	102,000	179,710				(1)	281,710	0.4%
35								
36 Total Uses	\$30,102,000	\$4,124,917	\$0	\$3,998,100	\$5,309,600	\$25,200,000	\$68,734,617	100.0%
37								
38								
39 Incr/(Decr) to Balance	\$0	\$0	\$0	\$193,750	\$136,400	\$0	\$330,150	
40								
41								
42 Employee FTE	338.57	54.58		15.83	21.54	22.93	453.45	
43								
44 (1) General Education program supports intercollegiate athletics which is an auxiliary enterprise and reported in the General Education								
45 column not the auxiliary enterprise column.								
46 (2) Includes state grants, scholarships, and work study								
47 (3) Includes Pell Grants and Direct Student Loan Funds								

BUSINESS AFFAIRS & HUMAN RESOURCES
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SUBJECT

Board Policy V.R. – Establishment of Fees – first reading

REFERENCE

June 2014

Idaho State Board of Education (Board) approved first reading of Policy V.R.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Beginning in 2012, the Audit Committee (and the institutions' internal auditors at the behest of the committee) started reviewing how the institutions use special course fees. For each institution, the Committee reviewed a list of all course fees and charges, reviewed the policies and procedures used to approve course fees, and examined approval documentation for a sample of specific course fees. At the end of the process, the Audit Committee and internal auditors made the following observations regarding 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 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.

Highlights of the proposed clarifications and revisions to the special course fee policy are as follows:

- Special course fees are additive on top of the standard per credit hour fee.
- Special course fees must be directly related to academic programming or, in the case of professional-technical courses, the skill or trade being taught.
- Special course fees may only be charged to cover the direct costs of the additional and necessary expenses unique to the course.
- Special course fees may not be used to subsidize other courses,

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programs or institution operations.

- Special course fees shall be separately accounted for, and institutions shall ensure appropriate use and reserve balances.
- Special course fees shall be formally reviewed by the institution as part of a rolling 3-year cycle.

Processing fees, permits and fines were moved out of the special course fee policy into a separate paragraph. The scope and intent of these charges is clarified.

The Business Affairs and Human Resources (BAHR) Committee and institutions have expressed interest in the ability to offer market-priced fully online programs. Current Board policy does not contemplate this type of fee structure. As such, a new “online program fee” is added to the policy. Defining characteristics of this fee are as follows:

- The online program fee may be charged for any fully online undergraduate, graduate or certificate program programs.
- The fee is in lieu of resident or non-resident tuition and all other Board-approved or local fees.
- The fee may be priced at a market competitive rate.

At the request of Idaho State University (ISU) a new Summer Bridge Program fee was added. ISU has piloted a bridge program for several years with demonstrable success. The proposed policy would set a discounted per credit hour fee for high school graduates who are admitted to participate into a summer bridge program of pre-define courses immediately following graduation and who will matriculate at the same institution in the fall semester. The intent of the program is to assist incoming students with knowledge and skills to be successful in college. It is anticipated that other institutions may also be interested in offering this type of program.

Finally, a number of housekeeping changes and updates are also proposed:

- transcription fee for Workforce Training course and technical competency credits;
- scope of technology fee is clarified; and
- dual credit fee is defined.

IMPACT

The raw number of special course fees being charged by institutions is significant. For example, one institution now has over 1,400 special course fees. The Audit Committee reviewed the justification of special course fees charged at the institutions 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

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course fees against the policy. The proposed policy should also help provide more transparency to students of the all-in cost of their education.

The proposed Online Program fee will enable the institutions to begin offering competitively priced programs in the online market.

ATTACHMENTS

Attachment 1 – Section V.R. – First Reading

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

The revisions clearly define the scope and use of special course fees. In addition, the revisions help clarify that all fees charged 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) Processing Fees, Permits and Fines.

The creation of a policy authorizing a new Online Program fee is the fulfillment of a request by a former Business Affairs and Human Resources committee member and responds to increasing interest by the institutions to enter this market.

There are a number of material changes since the first reading in June, so staff brings this back as a new first reading.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section V.R., Establishment of Fees, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES**

SECTION: V. FINANCIAL AFFAIRS

Subsection: R. Establishment of Fees

[March 2013](#)[December 2014](#)

1. Board Policy on Student Tuition and Fees

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting fees, the Board will consider recommended fees as compared to fees at peer institutions, percent fee increases compared to inflationary factors, fees as a percent of per capita income and/or household income, and the share students pay of their education costs. Other criteria may be considered as is deemed appropriate at the time of a fee change. An institution cannot request more than a ten percent (10%) increase in the total full-time student fee unless otherwise authorized by the Board.

2. Tuition and Fee Setting Process – Board Approved Tuition and Fees

a. Initial Notice

A proposal to alter student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper during the months of publication of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board.

b. Board Approval

Board approval for fees will be considered when appropriate or necessary. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

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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 under the governance of the Board, except where limited to a particular institution or institutions (the community colleges are included only as specified).

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 the 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~~ is the amount charged for any and all educational costs at University of Idaho, Boise State University, Idaho State University, and Lewis Clark State College. Tuition ~~fees~~ includes, but ~~are~~ is 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

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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 Transcription Fee

A fee may be charged for processing and transcribing credits. The fee shall be \$10.00 per credit for academic year 2014-15 only, and set annually by the Board thereafter. This fee is defined as a fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The fee is charged for processing and transcribing the credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges. The Workforce Training fee shall be \$10.00 per credit. This fee may also be charged for transcribing demonstrable technical competencies.

x. Online Program Fee

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a) An online program fee is defined as a fee charged for any fully online undergraduate, graduate, and certificate programs. An online program fee shall be an all-inclusive fee in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved or local fees.

b) Nothing in this policy shall preclude pricing online programs at a market competitive rate which may be less or more than the current resident or non-resident per credit hour rates.

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 directly related to services for student use and benefit (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:

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- a) Credential or Licensure Requirement:
- 1) A professional fee may be ~~assessed~~charged 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

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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-review](#) 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.

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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.

ix. Dual Credit Fee

High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y.

x. Summer Bridge Program Fee

This fee is defined as a fee charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of helping incoming students acquire knowledge and skills necessary to be successful in college. The bridge program fee shall be \$65 per credit for academic year 2014-15 only, and set annually by the Board thereafter.

c. Institutional Local Fees and Charges Approved by Chief Executive Officer

~~These~~ The following local fees and charges are ~~assessed~~ charged 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 the unrestricted ~~current~~ fund ~~0650~~ and shall only be expended for the purposes for which they were collected. All local fees or changes to such local fees 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 local fees to the Board upon request.

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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 [the unrestricted-current fund-0650](#).

iii. Special Course Fees ~~or Assessments~~

~~A special course fee is a fee required for a specific course or special activity and, therefore, not required of all students enrolled at the institution. Fees such as: student orientation fees (when assessed to only those who register to participate), penalty assessments, library fines, continuing education fees, parking fines, laboratory fees, breakage fees, fees for video outreach courses, late registration fees, and fees for special courses offered for such purposes as remedial education credit that do not count toward meeting degree requirements are considered special course fees. All special course fees or penalty assessments, or changes to such fees or assessments, are established and become effective in the amount and at the time specified by the chief executive officer or provost of the institution. The chief executive officer is responsible for reporting these fees to the Board upon request.~~

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. These fees shall be reported to the Board upon request.

a) 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.

b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.

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- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly approved and used in accordance with this policy, including an annual rolling review of one-third of the fees over a 3-year cycle.

iv. Processing Fees, Permits and Fines

- a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate application fee, program application fee, graduation/diploma fee, and transcripts). Fees for permits (e.g. parking permit) may also be charged.
- b) Fines may be charged 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 processing fees, permit fees and 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.E. – Gifts & Affiliated Foundations – second reading

REFERENCE

August 2014

Idaho State Board of Education (Board) approved first reading of Policy V.E.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

Several universities are developing proposals for technology transfer and research foundations. “Technology transfer organizations” are specifically excluded from Board policy V.E. on governance and formation of affiliated foundations. As such, there is no extant Board policy governing research and/or technology transfer affiliated entities. Board staff, in consultation with institution counsel, has determined that Board policy V.E. can simply be amended to facilitate the inclusion of research foundations and technology transfer organizations under the existing policy on foundations.

IMPACT

The requirement for a Board-approved foundation operating agreement under current policy would apply to research and technology transfer foundations, including review and re-approval of said agreements every three years.

ATTACHMENTS

Attachment 1 – Board policy V.E. – second reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This policy amendment will provide the Board with the appropriate level of oversight while providing the institutions flexibility to develop research or technology transfer foundations to meet their own unique needs and facilitate the transfer of university research to the marketplace.

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.E. Gifts & Affiliated Foundations, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: E. Gifts and Affiliated Foundations

October 2014

1. Purpose of the Policy

- a. The Board recognizes the importance of voluntary private support and encourages grants and contributions for the benefit of the institutions and agencies under its governance. Private support for public education is an accepted and firmly established practice throughout the United States. Tax-exempt foundations are one means of providing this valuable support to help the institutions and agencies under the Board's governance raise money through private contributions. Foundations are separate, legal entities, tax-exempt under Section 501(c) of the United States Internal Revenue Code of 1986, as amended, associated with the institutions and agencies under the Board's governance. Foundations are established for the purpose of raising, receiving, holding, and/or using funds from the private sector for charitable, scientific, cultural, educational, athletic, or related endeavors that support, enrich, and improve the institutions or agencies. The Board wishes to encourage a broad base of support from many sources, particularly increased levels of voluntary support. To achieve this goal, the Board will cooperate in every way possible with the work and mission of recognized affiliated foundations.
- b. The Board recognizes that foundations:
 - i. Provide an opportunity for private individuals and organizations to contribute to the institutions and agencies under the Board's governance with the assurance that the benefits of their gifts supplement, not supplant, state appropriations to the institutions and agencies;
 - ii. Provide assurance to donors that their contributions will be received, distributed, and utilized as requested for specified purposes, to the extent legally permissible, and that donor records will be kept confidential to the extent requested by the donor and as allowed by law;
 - iii. Provide an instrument through which alumni and community leaders can help strengthen the institutions and agencies through participation in the solicitation, management, and distribution of private gifts; and
 - iv. Aid and assist the Board in attaining its approved educational, research, public service, student loan and financial assistance, alumni relations, and financial development program objectives.

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- c. The Board, aware of the value of tax-exempt foundations to the well being of the institutions and agencies under the Board's governance, adopts this policy with the following objectives:
 - i. To preserve and encourage the operation of recognized foundations associated with the institutions and agencies under the Board's governance; and
 - ii. To ensure that the institutions and agencies under the Board's governance work with their respective affiliated foundations to make certain that business is conducted responsibly and according to applicable laws, rules, regulations, and policies, and that such foundations fulfill their obligations to contributors, to those who benefit from their programs, and to the general public.

2. Institutional Foundations

The foregoing provisions are designed to promote and strengthen the operations of foundations that have been, and may be, established for the benefit of the public colleges and universities in Idaho. The intent of this policy is to describe general principles that will govern institutional relationships with their affiliated foundations. It is intended that a more detailed and specific description of the particular relationship between an institution and its affiliated foundation will be developed and committed to a written operating agreement, which must be approved by the Board. ~~Technology transfer organizations, including the Idaho Research Foundation, are not subject to this policy.~~ For application of this policy to affiliated research foundations and technology transfer organizations, including the Idaho Research Foundation, see paragraph 6 below.

a. Board Recognition of Affiliated Foundations

- i. The Board may recognize an entity as an affiliated foundation if it meets and maintains the requirements of this policy. The chief executive officer of each institution must ensure that any affiliated foundation recognized by the Board ascribes to these policies. The Board acknowledges that it cannot and should not have direct control over affiliated foundations. These foundations must be governed separately to protect their private, independent status. However, because the Board is responsible for ensuring the integrity and reputation of the institutions and their campuses and programs, the Board must be assured that any affiliated foundation adheres to sound business practices and ethical standards appropriate to such organizations in order to assure the public that the foundation is conducting its mission with honesty and integrity.
- ii. ~~Upon the effective date of this policy, the institution chief executive officer shall provide a list of current affiliated foundations and an implementation plan to bring each foundation before the Board to be formally recognized as a nonprofit corporation or affiliated foundation to benefit a public college or~~

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~~university in Idaho, for one or more of the purposes previously described in this policy. Each foundation shall be brought into substantial conformance with these policies and, upon so doing; the institution shall provide prompt notice to the Board in order that the Board may recognize the affiliated foundation. Upon recognition by the Board, the organization of the nonprofit corporation or foundation is ratified, validated, and confirmed, and it shall be deemed to have been organized as if its organization had taken place under authority of this policy. Likewise, any new foundations established subsequent to implementation of this policy must be brought to the Board for formal recognition before such foundation begins operations.~~

b. General Provisions Applicable to all Affiliated Foundations recognized by the Board

- i. All private support of an institution not provided directly to such institution shall be through a recognized affiliated foundation. While an institution may accept gifts made directly to the institution or directly to the Board, absent unique circumstances making a direct gift to the institution more appropriate, donors shall be requested to make gifts to affiliated foundations.
- ii. Each affiliated foundation shall operate as an Idaho nonprofit corporation that is legally separate from the institution and is recognized as a 501(c)(3) public charity by the Internal Revenue Service. The management and control of a foundation shall rest with its governing board. All correspondence, solicitations, activities, and advertisements concerning a particular foundation shall be clearly discernible as from that foundation, and not the institution.
- iii. The institutions and foundations are independent entities and neither will be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers, members, or staff.
- iv. It is the responsibility of the foundation to support the institution at all times in a cooperative, ethical, and collaborative manner; to engage in activities in support of the institution; and, where appropriate, to assist in securing resources, to administer assets and property in accordance with donor intent, and to manage its assets and resources.
- v. Foundation funds shall be kept separate from institution funds. No institutional funds, assets, or liabilities may be transferred directly or indirectly to a foundation without the prior approval of the Board except as provided herein. Funds may be transferred from an institution to a foundation without prior Board approval when:
 - 1) A donor inadvertently directs a contribution to an institution that is intended for the foundation. If an affiliated foundation is the intended

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recipient of funds made payable to the Board or to an institution, then such funds may be deposited with or transferred to the affiliated foundation, provided that accompanying documents demonstrate that the foundation is the intended recipient. Otherwise, the funds shall be deposited in an institutional account, and Board approval will be required prior to transfer to an affiliated foundation; or

- 2) The institution has gift funds that were transferred from and originated in an affiliated foundation, and the institution wishes to return a portion of funds to the foundation for reinvestment consistent with the original intent of the gift.
- vi. Transactions between an institution and an affiliated foundation shall meet the normal tests for ordinary business transactions, including proper documentation and approvals. Special attention shall be given to avoiding direct or indirect conflicts of interest between the institution and the affiliated foundation and those with whom the foundation does business. Under no circumstances shall an institution employee represent both the institution and foundation in any negotiation, sign for both the institution and foundation in a particular transaction, or direct any other institution employee under their immediate supervision to sign for the related party in a transaction between the institution and the foundation.
- vii. Prior to the start of each fiscal year, an affiliated foundation must provide the institution chief executive officer with the foundation's proposed annual budget, as approved by the foundation's governing board.
- viii. Each foundation shall conduct its fiscal operations to conform to the institution's fiscal year. Each foundation shall prepare its annual financial statements in accordance with Government Accounting Standards Board (GASB) or Financial Accounting Standards Board (FASB) principles, as appropriate.
- ix. Institution chief executive officers shall be invited to attend all meetings of an affiliated foundation's governing board in an advisory role. On a case by case basis, other institution employees may also serve as advisors to an affiliated foundation's governing board, as described in the written foundation operating agreement approved by the Board.
- x. The foundation, while protecting personal and private information related to private individuals, is encouraged, to the extent possible or reasonable, to be open to public inquiries related to revenue, expenditure policies, investment performance and/or other information that would normally be open in the conduct of institution affairs.

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- xi. A foundation's enabling documents (e.g., articles of incorporation and bylaws) and any amendments are to be provided to the institution. These documents must include a clause requiring that in the event of the dissolution of a foundation, its assets and records will be distributed to its affiliated institution, provided the affiliated institution is a qualified charitable organization under relevant state and federal income tax laws. To the extent practicable, the foundation shall provide the institution with an advance copy of any proposed amendments, additions, or deletions to its articles of incorporation or bylaws. The institution shall be responsible for providing all of the foregoing documents to the Board.
- xii. Foundations may not engage in activities that conflict with federal or state laws, rules and regulations; the policies of the Board; or the role and mission of the institutions. Foundations shall comply with applicable Internal Revenue Code provisions and regulations and all other applicable policies and guidelines.
- xiii. Fund-raising campaigns and solicitations of major gifts for the benefit of an institution by its affiliated foundation shall be developed cooperatively between the institution and its affiliated foundation. Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by an institution, a foundation will obtain the prior approval of the institution chief executive officer or a designee.
- xiv. Foundations shall obtain prior approval in writing from the institution chief executive officer or a designee if gifts, grants, or contracts include a financial or contractual obligation binding upon the institution.
- xv. Foundations shall make clear to prospective donors that:
 - 1) The foundation is a separate legal and tax entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the institution; and
 - 2) Responsibility for the governance of the foundation, including investment of gifts and endowments, resides in the foundation's governing board.
- xvi. Institutions shall ensure that foundation-controlled resources are not used to acquire or develop real estate or to build facilities for the institution's use without prior Board approval. The institution shall notify the Board, at the earliest possible date, of any proposed purchase of real estate for such purposes, and in such event should ensure that the foundation coordinates its efforts with those of the institution. Such notification to the Board may be through the institution's chief executive officer in executive session pursuant to Idaho Code 67-2345 (1) (c).

c. Foundation Operating Agreements

Each institution shall enter into a written operating agreement with each recognized foundation that is affiliated with the institution. Operating agreements must be signed by the chairman or president of the foundation's governing board, and by the institution chief executive officer. The operating agreement must be approved by the Board prior to execution and must be re-submitted to the Board every three (3) years, or as otherwise requested by the Board, for review and re-approval. Foundation operating agreements shall establish the operating relationship between the parties, and shall, at a minimum, address the following topics:

i. Institution Resources and Services.

- 1) Whether, and how, an institution intends to provide contract administrative and/or support staff services to an affiliated foundation. When it is determined that best practices call for an institution employee to serve in a capacity that serves both the institution and an affiliated foundation, then the operating agreement must clearly define the authority and responsibilities of this position within the foundation. Notwithstanding, no employee of an institution who functions in a key administrative or policy making capacity (including, but not limited to, any institution vice-president or equivalent position) shall be permitted to have responsibility or authority for foundation policy making, financial oversight, spending authority, investment decisions, or the supervision of foundation employees. The responsibility of this position within the foundation that is performed by an institution employee in a key administrative or policy making capacity shall be limited to the coordination of institution and affiliated foundation fundraising efforts, and the provision of administrative support to foundation fundraising activities.
- 2) Whether, and how, an institution intends to provide other resources and services to an affiliated foundation, which are permitted to include:
 - a) Access to the institution's financial systems to receive, disburse, and account for funds held (with respect to transactions processed through the institution's financial system, the foundation shall comply with the institution's financial and administrative policies and procedures manuals);
 - b) Accounting services, to include cash disbursements and receipts, accounts receivable and payable, bank reconciliation, reporting and analysis, auditing, payroll, and budgeting;
 - c) Investment, management, insurance, benefits administration, and similar services; and

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- d) Development services, encompassing research, information systems, donor records, communications, and special events.
 - 3) Whether the foundation will be permitted to use any of the institution's facilities and/or equipment, and if so, the details of such arrangements.
 - 4) Whether the institution intends to recover its costs incurred for personnel, use of facilities or equipment, or other services provided to the foundation. If so, then payments for such costs shall be made directly to the institution. No payments shall be made directly from a foundation to institution employees in connection with resources or services provided to a foundation pursuant to this policy.
- ii. Management and Operation of Foundations.
- 1) Guidelines for receiving, depositing, disbursing and accounting for all funds, assets, or liabilities of a foundation, including any disbursements/transfers of funds to an institution from an affiliated foundation. Institution officials into whose department or program foundation funds are transferred shall be informed by the foundation of the restrictions, if any, on such funds and shall be responsible both to account for them in accordance with institution policies and procedures, and to notify the foundation on a timely basis regarding the use of such funds.
 - 2) Procedures with respect to foundation expenditures and financial transactions, which must ensure that no person with signature authority shall be an institution employee in a key administrative or policy making capacity (including, but not limited to, an institution vice-president or equivalent position).
 - 3) The liability insurance coverage the foundation will have in effect to cover its operations and the activities of its directors, officers, and employees.
 - 4) Description of the investment policies to be utilized by the foundation, which shall be conducted in accordance with prudent, sound practice to ensure that gift assets are protected and enhanced, and that a reasonable return is achieved, with due regard for the fiduciary responsibilities of the foundation's governing board. Moreover, such investments must be consistent with the terms of the gift instrument.
 - 5) Procedures that will be utilized to ensure that institution and foundation funds are kept separate.

- 6) Detailed description of the organization structure of the foundation, which addresses conflict of interest in management of funds and any foundation data.

iii. Foundation Relationships with the Institutions

- 1) The institution's ability to access foundation books and records.
- 2) The process by which the institution chief executive officer, or designee, shall interact with the foundation's board regarding the proposed annual operating budget and capital expenditure plan prior to approval by the foundation's governing board.
- 3) Whether, and how, supplemental compensation from the foundation may be made to institutional employees. Any such payments must have prior Board approval, and shall be paid by the foundations to the institutions, which in turn will make payments to the employee in accordance with normal practice. Employees shall not receive any payments or other benefits directly from the foundations.

iv. Audits and Reporting Requirements.

- 1) The procedure foundations will utilize for ensuring that regular audits are conducted and reported to the Board. Unless provided for otherwise in the written operating agreement, such audits must be conducted by an independent certified public accountant, who is not a director or officer of the foundation. The independent audit shall be a full scope audit, performed in accordance with generally accepted auditing standards.
- 2) The procedure foundations will use for reporting to the institution chief executive officer the following items:
 - a) Regular financial audit report;
 - b) Annual report of transfers made to the institution, summarized by department;
 - c) Annual report of unrestricted funds received, and of unrestricted funds available for use in that fiscal year;
 - d) A list of foundation officers, directors, and employees;
 - e) A list of institution employees for whom the foundation made payments to the institution for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;

✓f) A list of all state and federal contracts and grants managed by the foundation; and

g) An annual report of the foundation's major activities;

h)An annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding foundation fiscal year for the benefit of the institution; and

i) An annual report of any actual litigation involving the foundation during its fiscal year, as well as legal counsel used by the foundation for any purpose during such year. This report should also discuss any potential or threatened litigation involving the foundation.

v. Conflict of Interest and Code of Ethics and Conduct.

A description of the foundation's conflict of interest policy approved by the foundation's governing board and applicable to all foundation directors, officers, and staff members, and which shall also include a code of ethics and conduct. Such policy must assure that transactions involving the foundation and the personal or business affairs of a trustee, director, officer, or staff member should be approved in advance by the foundation's governing board. In addition, such policy must provide that directors, officers, and staff members of a foundation disqualify themselves from making, participating, or influencing a decision in which they have or would have a financial interest. Finally, such policy must assure that no director, trustee, officer, or staff member of a foundation shall accept from any source any material gift or gratuity in excess of fifty dollars (\$50.00) that is offered, or reasonably appears to be offered, because of the position held with the foundation; nor should an offer of a prohibited gift or gratuity be extended by such an individual on a similar basis.

3. Foundations for Other Agencies

Other agencies under the Board's jurisdiction may establish foundations to accept gifts made for the benefit of the agencies' operating purposes. These agencies are subject to the same policies as the institutional foundations. However, agency foundations with annual revenues less than \$100,000 are not required to obtain an independent audit. These agencies must instead submit an annual report to the Board of gifts received and the disposition of such gifts.

4. Idaho Educational Public Broadcasting System Foundations and Friends Groups

Foundations and Friends groups that exist for the benefit of the Idaho Educational Public Broadcasting System (IEPBS) are required by Federal Communications

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Commission (FCC) regulations to have specific spending authority designated by the Board. Audits of the IEPBS Foundation and Friends groups will be conducted by the State Legislative Auditor.

- a. By action of the Board, the Idaho Educational Public Broadcasting System Foundation, Inc., has been designated to accept gifts made for the benefit of public television in the state of Idaho. The Foundation will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- b. By action of the Board, the Friends of Channel 4, Inc., has been designated to accept gifts made for the Benefit of KAID TV, Channel 4. The Friends of Channel 4, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- c. By action of the Board, the Friends of Channel 10, Inc., has been designated to accept gifts made for the benefit of KISU TV, Channel 10. The Friends of Channel 10, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.
- d. By action of the Board, the Friends of KUID, Inc., has been designated to accept gifts made for the benefit of KUID TV, Channel 12. The Friends of Channel 12, Inc., will conduct its activities in a manner consistent with the Federal Communications Commission (FCC) regulations and the FCC license held by the Board.

5. Acceptance of Direct Gifts

Notwithstanding the Board's desire to encourage the solicitation and acceptance of gifts through affiliated foundations, the Board may accept donations of gifts, legacies, and devises (hereinafter "gifts") of real and personal property on behalf of the state of Idaho that are made directly to the Board or to an institution or agency under its governance. Gifts worth more than \$250,000 must be reported to and approved by the executive director of the Board before such gift may be expended or otherwise used by the institution or agency. Gifts worth more than \$500,000 must be approved by the Board. The chief executive officer of any institution or agency is authorized to receive, on behalf of the Board, gifts that do not require prior approval by the executive director or the Board and that are of a routine nature. This provision does not apply to transfers of gifts to an institution or agency from an affiliated foundation (such transfers shall be in accordance with the written operating agreement between the institution or agency and an affiliated foundation, as described more fully herein).

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6. Affiliated Research Foundations and Technology Transfer Organization for Institutions of Higher Education

The Board wishes to encourage research and technology transfer and the corresponding economic development potential for the state of Idaho. The Board acknowledges that independent, affiliated foundations operating to support an institution's research and technology transfer efforts can be useful tools to provide institutions with avenues for engagement with the private sector as well as with public and private entities interested in funding research, funding technology transfer and promoting spin-off enterprises arising from institutional intellectual property. Such affiliated foundations should operate substantially within the framework for philanthropic affiliated foundations set out in paragraph 1 and 2 of this policy, with such variances as are reasonable based on the nature of the anticipated function of the specific foundation.

- a. The public college and universities may affiliate with non-profit entities which generally meet the criteria set forth in paragraph 2.b. of this policy and which operate for the purpose of supporting the research and technology transfer efforts of one or more of the institutions.
- b. Research and Technology Transfer Foundation Operating Agreements. The requirement of a foundation operating agreement under paragraph 2.c. of this policy shall also apply to foundations supporting research and technology transfer. Institutions proposing to affiliate with a particular foundation may propose reasonable variances from specific requirements under paragraph 2.c. based upon the anticipated function of the foundation, provided that any such variances are specifically identified by the institution in materials presented to the Board when requesting approval of the foundation.

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UNIVERSITY OF IDAHO

SUBJECT

Project Budget and Construction Phase Authorization Request, Replace Executive Residence, University of Idaho (UI)

REFERENCE

June 20, 2013	Information Item: Discussion of executive residence
August 15, 2013	Approval by the Regents for design and planning expenditures up to \$75,000 for modernization, including potential replacement, of the executive residence. Approval of a resolution authorizing UI to reimburse planning and design expenditures from future bond proceeds. The University of Idaho Foundation plans to fund construction costs entirely with private funds. The University will bear the soft costs of planning, permitting, site preparation (including demolition of the old residence) and landscaping.
October 17, 2013	Information Item: University progress report.
February 27, 2014	Approval by the Regents for additional design and planning expenditures of up to \$137,000 for total design and planning expenditures of up to \$212,000.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and V.K.3.a.

BACKGROUND/ DISCUSSION

Request Summary

This is a request for approval of the project budget and Regents' Authorization to implement the construction phase for the replacement of the existing Executive Residence located on the main campus of the University of Idaho, Moscow, Idaho. The capital project budget is estimated at \$1.95 million.

General Background

The existing structure was built in 1967 and received a number of minor remodels over the years, most notably a small expansion of the dining room and exterior patio, and the addition of an ADA compliant bathroom in the late 1990's. It is a 6200 square foot split level home, with seven bedrooms, five bathrooms, a kitchen, family room, and a large living and dining room. The facility serves as both the private residence for the executive as well as public venue for a variety

of university hosted events, ranging from intimate dinners to receptions for hundreds of faculty, staff, and students utilizing event tents set up on the lawn. This “hosting” is an integral and important part of the president’s role as chief executive officer and chief fundraiser.

The current configuration of the residence makes it difficult to effectively separate the public and private functions of the home. The residential kitchen is unsuited to accommodating the larger public events. Accordingly, a small ‘warming kitchen’ was established in the basement, but this entails moving a variety of goods and materials up and down the stairs and through the ‘private’ portions of the home before, during, and after events. The current driveway and configuration of the house poorly serves delivery access and parking needs for events hosted at the home.

Beyond the awkward and inefficient layout, the structure is in need of significant repairs and modernization. Much of the original utility infrastructure of the residence is still in use, as are the original bathroom fixtures. A complete replacement of the boiler and heating infrastructure is required, as well as the water and waste infrastructure. The windows must be replaced throughout to improve energy efficiency and as replacement parts for the casement windows are no longer available. Finishes throughout the home require modernization. Overall, improvements and repairs are estimated at up to \$500K. Even if these improvements were to be implemented, they would not overcome the inefficiencies and inadequacies of the layout, nor the public/private conflicts inherent in the home.

UI seeks to replace the aging and outdated structure with a modern residence of approximately 6,740 total, gross square feet efficiently designed to functionally support both the residential and public event aspects of the residence. As currently conceived, the project will feature 4,980 square feet of living and event space, and 1,760 square feet of garage, basement, and storage space.

The project will include the demolition of the existing structure, site prep and improvements, construction of the new residence, and an expansion and upgrade of the public event space. Also included are the furnishings and equipment for the public event venue portion of the facility. This public portion of the residence will be served by a small catering kitchen, appropriately sized hosting and dining spaces, ADA compliant entry sequence and restrooms, and will be configured to efficiently serve the intended public event function while maintaining the privacy of the residential quarters.

IMPACT

The university has engaged the services of an architectural design team, a general contractor/construction manager, and an independent, third party estimator, each of whom has developed an independent estimate.

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The total fiscal impact of this project, if approved for construction, is estimated at \$1,950,000. The project funding is expected through a combination of private donors for the residence and central university reserves for the remainder. The current level of private giving specifically for this project effort is \$1,300,000.

Early budget estimates reflect the breakdown between the major components of the capital project. Bid day construction costs are estimated as follows:

Demolition	\$ 45,000
Residence & Integrated Public Venue	\$1,060,000
Site Development and Restoration	\$ 240,000

Adding in project soft costs such as architectural fees, standard owner costs such as a detailed site survey and geotechnical report, and reasonable, prudent construction change order and project contingencies to manage risk, yields the overall capital project estimate of \$1.95M.

ATTACHMENTS

Attachment 1 – Capital Project Tracking Sheet	Page 5
Attachment 2 – Floor Plans	Page 7
Attachment 3 – Artist Rendering	Page 11

STAFF COMMENTS AND RECOMMENDATIONS

In February 2014, UI indicated to the Board that the university would bear the “soft” costs of planning, permitting, site preparation (including demolition of the old residence) and landscaping (anticipated to be \$500,000 to \$600,000). This university commitment would be roughly equal to what the initial review committee estimated for the cost of renovating the existing structure.

Since February, project planning has undergone significant value engineering. In addition, pledged gifts for the project total \$1.3M, leaving \$450k to be paid from institutional funds. Cost of construction for the residence proper would be ~\$157 per square foot.

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to implement the construction phase for the replacement of the executive residence pursuant to the budget set forth in the materials submitted to the Board. Authorization includes the authority to execute all requisite consulting, design, and vendor contracts necessary to fully implement construction phase of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Office of the Idaho State Board of Education
Capital Project Tracking Sheet
As of October 2014

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Project Budget and Construction Phase Authorization, Replace Executive Residence, University of Idaho, Moscow, Idaho.
- 2 **Project Description:** Planning, design and construction for a project to replace the executive residence on the main campus of the University of Idaho, Moscow, Idaho. The project will include the demolition of the existing structure, site prep and improvements, construction of the new residence, which integrates and supports the public event aspect of the University Executive Residence.
- 3 **Project Use:** The proposed project will serve as the private residence for the President, as well as an event venue for a limited array of activities hosted on the property.
- 4 **Project Size:** 6,740 GSF total. 4,980 square feet of living and event space, and 1,760 square feet of garage, basement, and storage space.

	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning and Design Phase Only	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 68,200	\$ -	\$ 6,800	\$ 75,000
History of Revisions: Increase Design and Planning Phase Expenditures, February 2014	\$ -	\$ -	\$ 137,000	\$ 137,000	\$ 137,000	\$ -	\$ -	\$ 137,000
Revised Cost Estimate. Capital Project Budget and Construction Phase Authorization, October 2014	\$ -	\$ -	\$ 1,738,000	\$ 1,738,000	\$ 152,800	\$ 1,300,000	\$ 285,200	\$ 1,738,000
Total Project Costs	\$ -	\$ -	\$ 1,950,000	\$ 1,950,000	\$ 358,000	\$ 1,300,000	\$ 292,000	\$ 1,950,000

History of Funding:	* Other Sources of Funds						
	PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other*	Total Other	Total Funding
Initial Authorization Request, Planning and Design Phase Only, Aug 2013	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000
Additional Authorization to Increase Planning and Design Phase Expenditures, February 2014	\$ -	\$ -	\$ -	\$ -	\$ 137,000	\$ 137,000	\$ 137,000
Capital Project Budget and Finance Plan and Construction Phase Authorization, October 14	\$ -	\$ -	\$ 1,300,000	\$ -	\$ 438,000	\$ 1,738,000	\$ 1,738,000
Total	\$ -	\$ -	\$ 1,300,000	\$ -	\$ 650,000	\$ 1,950,000	\$ 1,950,000

* Central University Reserve Funds

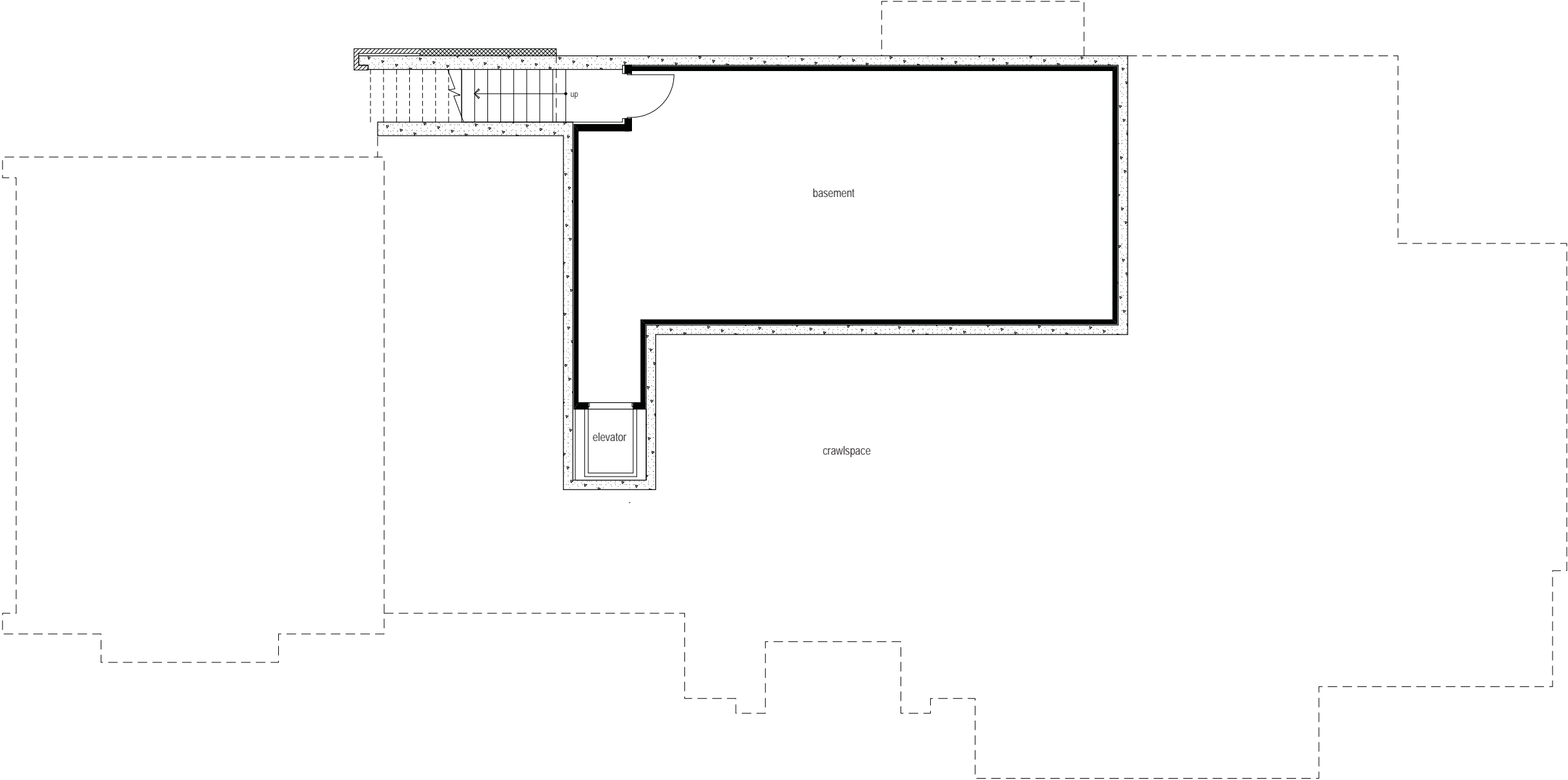
** Advertisement Costs, Plan Check Fees, Surveys, Demolition, Commissioning, Material Testing During Construction, and Construction & Project Contingency

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MAIL 2785 N. BOGUS
BASIN RD.
BOISE, IDAHO
83702
PHONE 208.343.7523
FAX 208.343.0940
WWW HUMMELARCH.COM

DATE 04/28/2014
REVISIONS



Basement Floor Plan

Scale: 1/4" = 1'-0"

north



MR. 2795 N. BOGUS
BASIN RD.
9018E, IDAHO
83752
PHONE: 208.343.7523
FAX: 208.343.0940
WWW: HUMMELARCH.COM

DATE: 04/28/2014
REVISED:

Net Square Footage**Living Area**

Main Level - 3,024 SF
Upper Level - 1,956 SF
Total - 4,980 SF

Non-Living Area

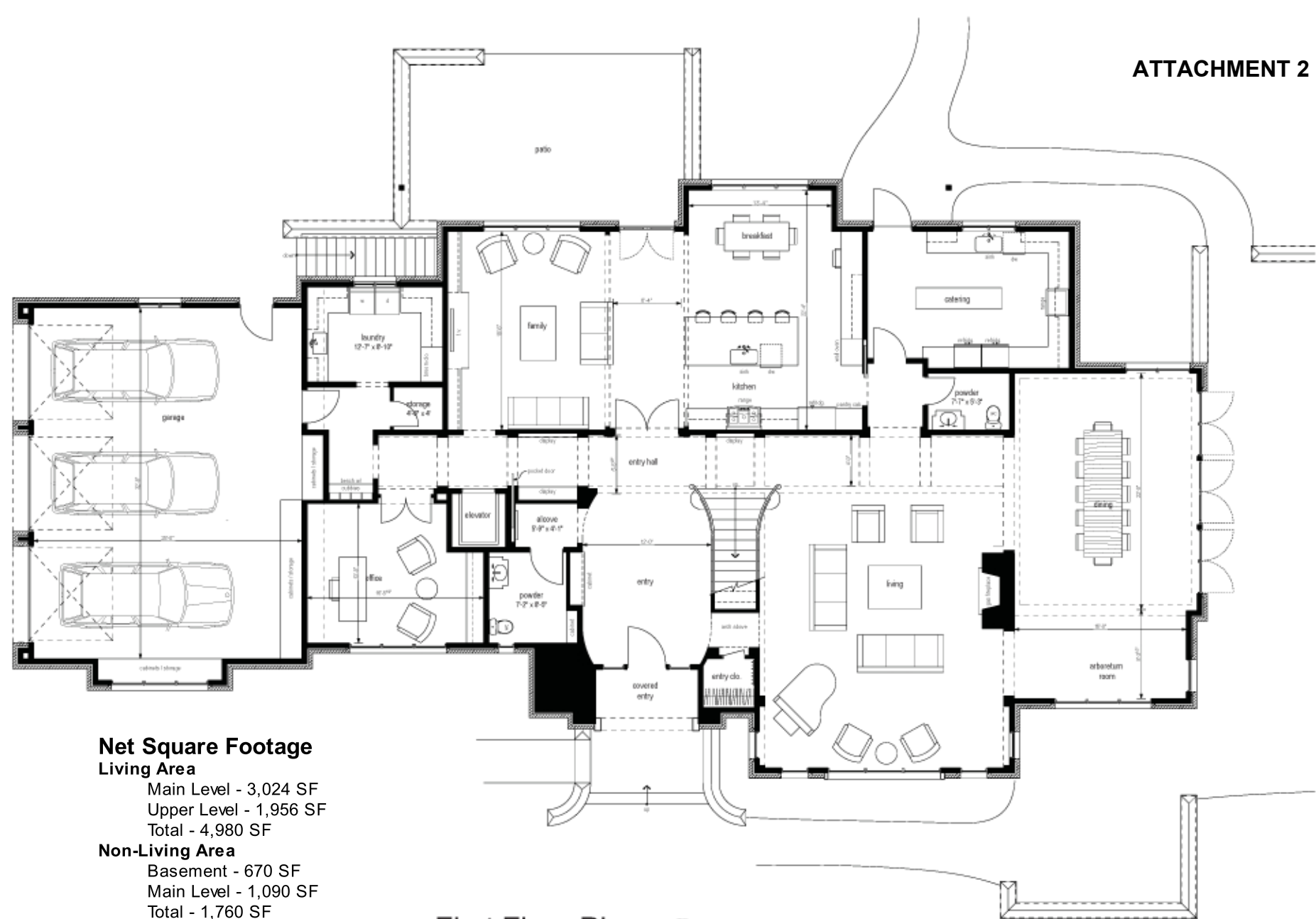
Basement - 670 SF
Main Level - 1,090 SF
Total - 1,760 SF

Total - 6,740 SF

BAHR - SECTION II

First Floor Plan

Scale: 1/4" = 1'-0"





MAIL 2785 N. BOGUS
BASIN RD.
BOISE, IDAHO
83702
PHONE 208.343.7523
FAX 208.343.0940
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DATE 04/28/2014
REVISIONS



Second Floor Plan

Scale: 1/4" = 1'-0"



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**LATE AGENDA
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
1	IRSA - BOISE STATE UNIVERSITY – COLLEGE OF INNOVATION AND DESIGN	Approval Item
2	IRSA – BOISE STATE UNIVERSITY – RESTRUCTURE OF SPECIAL EDUCATION & EARLY CHILDHOOD STUDIES	Approval Item

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BOISE STATE UNIVERSITY

SUBJECT

Approval of the College of Innovation and Design

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create a new College of Innovation and Design (CID). The creation of the college is a direct result of Program Prioritization, and it will serve a key role in creating new academic programs and new research programs that are relevant to the needs of society and our students. Often, the needs of society evolve more quickly than change can occur within a specific discipline. The college will breach the constraints of individual disciplines by facilitating the creation of transdisciplinary academic programs and research programs that pull together knowledge and skills from multiple disciplines.

The CID will facilitate the creation of new, transdisciplinary programs in three ways. First, the CID will direct the assignment of resources (funding and space) to programs that are transdisciplinary. Second, the CID will provide an administrative home for tenure and sabbatical, as necessary, for those faculty members deeply involved in CID activities. Third, CID will help develop and modify appropriate policies so as to better support faculty member who work across disciplines.

The proposed unit will be housed on BSU's main campus and will be overseen by a dean who will report to the Provost.

The college will enhance BSU's ability to pursue new approaches to learning and teaching and to find new applications for our degree offerings and research. The college will foster a culture that will marshal creativity and innovation. The mission of the new college reads:

"The College of Innovation and Design is a university-wide hub focused on transforming teaching, learning, and research at Boise State University. Leveraging the speed, collaboration, and risk-taking of a start-up, the college inspires and supports faculty, students and community members from diverse disciplines to create new pathways of learning that anticipate the demands and opportunities of our ever-changing world and workplace. These teams will generate pioneering degrees, badges and certificates as well as design new and innovative approaches to research, community engagement efforts and other initiatives that transcend conventional university boundaries, structures or disciplines."

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014

Two campus initiatives are underway in anticipation of the creation of the college, and serve to illustrate:

- In spring, 2014, a Request for Proposals was issued for the development of new undergraduate degree programs, certificates, minors, or badges. Twenty-four proposals were received and initial development of several programs has begun.
- Tentatively, the College will be the academic home of faculty lines resulting from an NSF-funded EPSCoR grant and designed to create a new center focusing on the application of quantitative methods to coupled human-environment systems to answer complex social, science, and engineering questions.

IMPACT

The basic administrative structure of the college, consisting of the dean's salary and fringe, administrative support salary and fringe, and operating expenses, is estimated to total \$239,000 per year. Because the college is a work in progress, it is not feasible at this time to specify additional funding associated with the college, such as the salaries of faculty members, operating expenses, and equipment that will fund new instructional and research programs that will result from the work of the college.

ATTACHMENTS

Attachment 1 – College of Innovation and Design proposal

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STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) proposes to create a new College of Innovation and Design. BSU states the College will serve as an incubator for new transdisciplinary programs and anticipates that the College will be in place by spring semester 2015.

Instructional units are not subject to the Five-year Planning process. However, any new programs will be required to go through the proposal review process consistent with the Board's policy on program approval.

The Board's approval of this proposal in its current form will have noticeable implications. BSU's proposal went through the review process and was presented to the Council on Academic Affairs and Programs (CAAP) on September 25, 2014. CAAP held considerable discussion regarding the proposed structure and whether programs needed to be identified at the time of the initial request. As a matter of history, this is the first time CAAP has forwarded a recommendation for an instructional unit that did not identify programs. CAAP understood why no programs are currently being proposed and decided to recommend approval, but this does represent a departure from past practice and sets a precedent that provosts anticipate they will be able to rely upon for future proposals. Thus, the first implication will be that institutions are no

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014**

longer required to provide programmatic detail when proposing new instructional units. This creates a second implication for the interpretation of Board Policy III.G.1.a. Currently, that section of policy reads [emphasis added]:

“Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, colleges, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs.”

As a matter of interpretation, Board staff has historically interpreted this provision to mean that a proposed college is an instructional unit when academic programs are proposed. Board approval of the proposal in its current form could lead to a reasonable interpretation that colleges are instructional units even if they are not responsible for academic programs. Moving forward, this would mean currently existing colleges, such as Boise State’s Venture College and Honors College, could be treated as bona fide instructional units. This could have unintended consequences.

A final implication regards general oversight and the amount of detail usually relied upon to provide that oversight. Board oversight has historically required programmatic and budgetary detail as a basis for informed decisions. Board approval of this proposal does not necessarily mean Board oversight no longer requires historic levels of detail but it could generate a slippery slope in other areas where Board oversight has historically been based on a previously established level of detail.

Staff believes the creation of a new unit – whether administrative or instructional - could be an important incubator of new, highly relevant, transdisciplinary instructional and research programs.

Board staff and CAAP recommend approval as presented.

Instruction, Research and Student Affairs Committee (IRSA) reviewed this proposal at its October 2, 2014 meeting and moved it forward to be considered by the whole Board.

BOARD ACTION

I move to approve the request by Boise State University to create a new College of Innovation and Design as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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OCTOBER 16, 2014

Institutional Tracking No.

14-08

Idaho State Board of Education

Proposal for Other Academic Program Activity

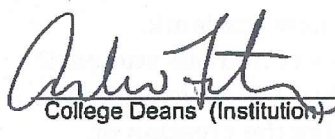
Date of Proposal Submission:	August 27, 2014
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	NEW: College of Innovation and Design
Name of Department(s) or Area(s):	New: College of Innovation and Design

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	New instructional/research unit: College of Innovation and Design	
Degree:	N/A	
Method of Delivery:	N/A	
CIP code (consult IR /Registrar)	Multiple	
Proposed Starting Date:	Spring Semester, 2015	
Indicate if the program is:	<input checked="" type="checkbox"/> Regional Responsibility	<input type="checkbox"/> Statewide Responsibility

Indicate whether this request is either of the following:


- | | |
|---|---|
| <input type="checkbox"/> New Program (minor/option/emphasis or certificate) | <input type="checkbox"/> Discontinuance of an Existing Program/Option |
| <input type="checkbox"/> New Off-Campus Instructional Program | <input type="checkbox"/> Consolidation of an Existing Program |
| <input checked="" type="checkbox"/> New Instructional/Research Unit | <input type="checkbox"/> Expansion of an Existing Program |
| <input type="checkbox"/> Contract Program/Collaborative | <input type="checkbox"/> Other : |


 8/26/14
College Deans (Institution) Date


Vice President for Research Date


Graduate Dean (as applicable) Date

State Administrator, SDPTE Date

 8/27/14
Chief Fiscal Officer (Institution) Date

 8/25/14
Academic Affairs Program Manager Date

 8/25/14
Chief Academic Officer (Institution) Date

 9/25/14
Chief Academic Officer, OSBE Date

 8/25/14
President Date

SBOE/OSBE Approval Date

March 16, 2012

Page 1

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

- 1. Describe the nature of the request.** Will this program/option be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

Boise State University proposes the creation of a new "College of Innovation and Design." The college will be overseen by a dean who will report to the Provost.

We are in an era of re-design in higher education where we need to test new approaches to learning and teaching, find new applications for our degree offerings and research, and foster a culture that will marshal our creativity and innovation. That will be the mission of the new college. The mission reads:

The College of Innovation and Design is a university-wide hub focused on transforming teaching, learning, and research at Boise State University. Leveraging the speed, collaboration, and risk-taking of a start-up, the college inspires and supports faculty, students and community members from diverse disciplines to create new pathways of learning that anticipate the demands and opportunities of our ever-changing world and workplace. These teams will generate pioneering degrees, badges and certificates as well as design new and innovative approaches to research, community engagement efforts and other initiatives that transcend conventional university boundaries, structures or disciplines.

The College's creation is a natural progression of trends in higher education, in the marketplace, among our students and of our faculty. It is a trend taking hold at premier universities across the country.

- 2. List the objectives of the program.** The objectives should address specific needs (industry) the program will meet. They should also identify the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

The new College of Innovation and Design will serve a key role in creating new academic programs and new research programs that are relevant to the needs of society and our students. Often, the needs of society evolve more quickly than change can occur within a specific discipline. The college will breach the constraints of individual disciplines by facilitating the creation of transdisciplinary academic programs and research programs that pull together knowledge and skills from multiple disciplines.

The future work of the college can be best illustrated by two campus initiatives that have begun in anticipation of the creation of the college:

- In spring, 2014, a Request for Proposals was issued for the development of new undergraduate degree programs, certificates, minors, or badges. In support of the RFP process, the university organized a day-long workshop that featured a presentation by Dr. Mikhail Gershovich of the City University of New York. Twenty-four proposals were received and initial development of several programs has begun.

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

- Beginning fall, 2015, the College will be the academic home of four new faculty lines resulting from an NSF-funded EPSCoR grant and designed to create a new center focusing on the application of quantitative methods to coupled human-environment systems to answer complex social, science, and engineering questions. The center will weave together biophysical and social science knowledge and skills to develop quantitative approaches and solutions.

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not applicable to requests for discontinuance.*

The following measures will ensure the high quality of the proposed college:

- **Regional Institutional Accreditation:** Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).
- **Program Review:** Internal program evaluations of academic departments take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcome assessments) and a comprehensive review and site visit by external evaluators. This process will be applied to all programs in the College of Innovation and Design.
- **Graduate Policy and Procedure:** Graduate program in all departments will adhere to all applicable policies and procedures of the Graduate College as developed and approved by the graduate faculty of the university through its representatives on the Graduate Council. These measures will apply to all graduate programs that emerge from the College of Innovation and Design.

- 4. List new courses that will be added to curriculum specific for this program.** Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. **Attach a Scope and Sequence, SDPTE Form Attachment B, for professional-technical education requests.** *This question is not applicable to requests for discontinuance.*

No new courses will be added to the curriculum as a direct result of this proposal. No new programs will be added as a direct result of this proposal. However, it is the expressed purpose of the College of Innovation and Design to serve as an incubator for new transdisciplinary programs.

- 5. Please provide the program completion requirements and attach to this proposal as Appendix A.** *This question is not applicable to requests for discontinuance.*

N/A

Credit hours required in major:	
Credit hours required in minor:	
Credit hours in institutional general education or core curriculum:	
Credit hours in required electives:	
Total credit hours required for completion:	

March 16, 2012

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

6. Identify similar programs offered within Idaho or in the region by other

colleges/universities. If the proposed request is similar to another state program, provide a rationale for the duplication. Institutions do not need to complete this section for PTE programs. This question is not applicable to requests for discontinuance.

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU	N/A	N/A	N/A
CSI	N/A	N/A	N/A
CWI	N/A	N/A	N/A
EITC	N/A	N/A	N/A
ISU	N/A	N/A	N/A
LCSC	N/A	N/A	N/A
NIC	N/A	N/A	N/A
UI	N/A	N/A	N/A

7. Describe the methodology for determining enrollment projections. If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

N/A

8. Enrollment and Graduates. Provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the number of graduates and graduation rates.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years to include number of graduates and graduation rates.

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current	Year 1 Previous	Year 2 Previous	Current	Year 1 Previous	Year 2 Previous	
BSU	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CSI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CWI	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EITC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ISU	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LCSC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NIC	N/A	N/A	N/A	N/A	N/A	N/A	N/A
UI	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

9. **Will this program reduce enrollments in other programs at your institution?** If so, please explain.

N/A

10. **Provide verification of state workforce needs such as job titles requiring this degree.** Include State and National Department of Labor research on employment potential. *This question is not applicable to requests for discontinuance.*

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. *This question is not applicable to requests for discontinuance.*

	Year 1	Year 2	Year 3	Total
Region	N/A	N/A	N/A	N/A
State	N/A	N/A	N/A	N/A
Nation	N/A	N/A	N/A	N/A

- a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as **Appendix C**.
N/A
- b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.
N/A
- c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.
N/A
11. **Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe.** *This question is not applicable to requests for discontinuance.*
N/A

12. **Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission.** *This question is not applicable to requests for discontinuance.*

The College of Innovation and Design will facilitate the development of highly-creative, transdisciplinary academic and research programs. Therefore, the primary contribution of the College to the SBOE's strategic plan is through Goal 2: Critical Thinking and Innovation and its Objective A, which are quoted below and which strongly parallel the mission statement of the College (see question 1 above).

GOAL 2: CRITICAL THINKING AND INNOVATION The educational system will provide an environment for the development of new ideas, and practical and theoretical knowledge to foster the development of individuals who are entrepreneurial, broadminded, think critically, and are creative.

Objective A: Critical Thinking, Innovation and Creativity – Increase research and

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**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

development of new ideas into solutions that benefit society.

The highlighted portions of Boise State University's mission statement are especially relevant to the proposed program:

*Boise State University is a **public, metropolitan research university** offering an array of **undergraduate and graduate degrees** and experiences that foster student success, lifelong learning, community engagement, **innovation and creativity**. **Research and creative activity advance new knowledge and benefit students, the community, the state and the nation**. As an integral part of its metropolitan environment the **university is engaged in professional and continuing education programming, policy issues, and promoting the region's economic vitality and cultural enrichment**.*

13. Describe how this request fits with the institution's vision and/or strategic plan. *This question is not applicable to requests for discontinuance.*

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal
GOAL 1: CREATE A SIGNATURE, HIGH-QUALITY EDUCATIONAL EXPERIENCE FOR ALL STUDENTS.	The CID will be an incubator for high-quality, signature academic programs that meet the needs of society.
GOAL 3: GAIN DISTINCTION AS A DOCTORAL RESEARCH UNIVERSITY.	The CID will facilitate the development of highly productive and highly relevant transdisciplinary research programs.
GOAL 4: ALIGN UNIVERSITY PROGRAMS AND ACTIVITIES WITH COMMUNITY NEEDS.	The CID will not be constrained by typical disciplinary boundaries, and will therefore be more responsive to the needs of society.

14. Is the proposed program in your institution's Five-Year plan? Indicate below. *This question is not applicable to requests for discontinuance.*

Yes ____ No x

If not on your institution's Five-Year plan, provide a justification for adding the program.

New administrative structures are not included in the five year plan.

15. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally). *For request to discontinue program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?*

N/A

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
OCTOBER 16, 2014**

16. Program Resource Requirements. Using the Excel spreadsheet provided by the Office of the State Board of Education, provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Program Resource Requirements. Provide a realistic estimate of costs needed for the overall program. This should only include the additional costs that will be incurred and not current costs. Include both the reallocation of existing resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary

A. REVENUE									
	FY 2015		FY 2016		FY 2017		Cumulative Total		
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	
1. Appropriated (Reallocation)		\$76,573	\$239,900	\$0	\$239,900		\$479,800	\$76,573	
2. Appropriated (New)							\$0	\$0	
3. Federal							\$0	\$0	
4. Tuition							\$0	\$0	
5. Student Fees							\$0	\$0	
6. Other (Specify)							\$0	\$0	
Total Revenue	\$0	\$76,573	\$239,900	\$0	\$239,900	\$0	\$479,800	\$76,573	
B. EXPENDITURES									
	FY 2015		FY 2016		FY 2017		Cumulative Total		
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	
1. Personnel		\$56,573	\$209,900		\$209,900		\$419,800	\$56,573	
2. Operating		\$20,000	\$30,000		\$30,000		\$60,000	\$20,000	
3. Equipment							\$0	\$0	
4. Facilities							\$0	\$0	
5. Other (Specify)							\$0	\$0	
Total Expenditures	\$0	\$76,573	\$239,900	\$0	\$239,900	\$0	\$479,800	\$76,573	
Net Income (Deficit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	
<p><i>Ongoing is defined as ongoing operating budget for the program which will become part of the base.</i></p> <p><i>One-time is defined as one-time funding in a fiscal year and not part of the base.</i></p>									
<p>Budget Notes:</p> <p>A.1. Funding for the college will result from reallocation of existing appropriated funds.</p> <p>B.1. In FY2015, personnel costs consist of salary and fringe for interim director, 0.5 FTE administrative support and \$20k OE. In FY2016 and 2017, personnel costs consist of dean salary and fringe, administrative help salary and fringe, and OE.</p>									

March 16, 2012

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MEMORANDUM

To: Dr. Marty Schimpf, Provost
From: Dr. Christopher Mathias, Chief Academic officer
Re: Proposed College of Innovation and Design
Date: September 16, 2014

I have received and read your proposal for the creation of a College of Innovation and Design (CID). As an interdisciplinarian by design, I am very excited to see Boise State University (BSU) create this "intellectual refuge." I suspect it will become a model for Idaho's system of higher education. This memo is being provided to outline two concerns: the College's fiscal foundation and its interdisciplinary foundation.

Fiscal Foundation

Your proposal provides that beginning fall 2015, the new college will be the academic home of four new faculty lines supported by the NSF-EPSCoR grant. I respect BSU's uncertainty at this time regarding the number of faculty members that will actually be hired and what their placement will be. However, staff anticipates that IRSA and the Board will want to have the actual costs for the proposed new College including those faculty members currently assigned to the College.

Interdisciplinary Foundation

Your proposal states the CID will "breach the constraints of individual disciplines." In my office's earlier request for more information, Vice Provost Munger stated that "the CID will facilitate the development of policies that will ensure that faculty members are not penalized for working outside their discipline." From my perspective, it seems reasonable to conclude that without these policies, the CID cannot be the envisioned transdisciplinary haven. Said alternatively, if the "breach" is the characteristic that distinguishes the CID from other Boise State colleges, I would like to know more about it.

From what I have learned thus far, program proposals for the new CID are under consideration. I am concerned that in these early days, too much attention is being paid to potential programs offered within the CID and too little attention is being paid to the consecration of the "breach." For these reasons, I feel the cart is being put before the horse. Why is a proposed CID considering new programs if the breach hasn't been institutionalized? Without the breach, couldn't the programs be housed in an existing college? If I were proposing an interdisciplinary program, I would need to know what environmental conditions exist in the instructional center.

Any further information you can provide regarding these two concerns would be much appreciated.

Idaho State UNIVERSITY

Provost and Vice President for Academic Affairs
921 South 8th Avenue, Stop 8063 • Pocatello, Idaho 83209-8063

September 18, 2014

Chris Mathias
Chief Executive Director
Idaho State Board of Education
650 West State Street, Suite 307
PO Box 83720
Boise, ID 83720-0037

Greetings Dr. Mathias,

Idaho State University appreciates the opportunity to review Boise State University's proposal for a new College of Innovation and Design. While ISU is generally supportive of the concept proposed by BSU, we do have questions and areas of concern.

On the surface it appears that BSU is establishing a new college and that there is no intent for the new college to house specific programs, but the proposal includes four new faculty lines to be housed in the proposed college. If the four faculty are not responsible for the oversight or delivery of courses or programs, then what will their areas of responsibility be?

The proposal also indicates that no new courses or programs will be added as a direct result of the proposal (item 4, page 3); however, it is the expressed intent of the proposed college to facilitate the creation of transdisciplinary academic programs and research programs (item 2, page 2). If the intent of the proposed college is to establish transdisciplinary programs, Idaho State inquires about the administrative home for these new programs, and how these programs will be managed across college and department lines.

Finally, we recognize the challenges attendant to the administration of transdisciplinary collaboration, but feel that the proposal fails to make a strong argument for the necessity of a college structure for this purpose. Moreover, which college(s) will have responsibility for the assurances of enrollment or completion numbers for programs that are developed out of the proposed college, but housed elsewhere?

To summarize, Idaho State University is supportive of the concept presented in this proposal. Our concerns/questions focus on the proposal's lack of detail, planning structure, and vague processes. Once we understand the role and function of this College, Idaho State University would be interested in a structure that would include opportunities for our faculty to work with this new college in a direct, collaborative manner.

Sincerely,



Laura Woodworth-Ney, Ph.D.
Provost and Vice President for Academic Affairs

University of Idaho

Provost and Executive Vice President

Administration Building, Suite 105
PO Box 443152
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September 19, 2014

Dr. Chris Mathias
Chief Academic Officer
Idaho State Board of Education
650 West State Street, Suite #307
P.O. Box 83720
Boise, ID 83720-0037

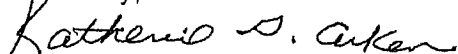
Dear Chris:

The University of Idaho is, in principle, certainly in favor of both innovation and design. However, board policy requires a modicum of substance for the creation of an instructional unit such as a college and absent the assignment of academic programs to the proposed college, it lacks this substance.¹ Even in broader terms, the ambiguity of this proposal is problematic.

According to Webster's, the definition of innovation is "the introduction of *something* (italics mine) new," and the definition of design is "to conceive and plan out in the mind." Thus, by definition the BSU proposal for a new College of Innovation and Design is ambiguous and therefore it is difficult to provide substantive comments.

Thank you for the opportunity to review this proposal.

Sincerely,



Katherine G. Aiken
Interim Provost and Executive Vice President

¹ Policy III.G.1.a defines Instructional Units to include colleges as follows: "Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, **colleges**, campuses, branch campuses, and research units (e.g. extension centers) that are responsible for academic programs." Further, under Policy III.G.3 (Academic Program Proposal Submission and Approval Procedures) any new instructional unit must complete the program proposal process. This proposed college, lacking the assignment of any academic programs, lacks the substance needed to complete the program proposal process.

OCTOBER 16, 2014



BOISE STATE UNIVERSITY

OFFICE OF THE PROVOST

September 25, 2014

Dr. Chris Mathias
Chief Academic Officer
Office of the Idaho State Board of Education
Boise, ID

Dear Chris,

We appreciate the thoughtful input from Idaho State University (ISU) and University of Idaho (UI) on our proposal to create a College of Innovation and Design (CoID).

ISU asks about the four faculty lines mentioned in the proposal; those lines will be part of a research program funded initially by an EPSCoR grant. They will not be directly involved in any new academic degree programs.

ISU asks about the administrative home for programs that will result from the work of the college. The proposal we have submitted, if approved, will only establish the college structure. No specific academic programs are being proposed at this time. Any new programs that are developed in the future as a result of the college's work will follow standard University and State Board procedures. As new academic or research programs are developed, the university will decide on the most appropriate administrative locations, which may or may not be in the new College. Idaho State University, along with all Idaho colleges and universities, will continue to have the opportunity to review the specifics of any new academic programs (including their administrative homes) that are developed in the future.

ISU asks whether a college is the appropriate administrative structure for the administration of transdisciplinary collaboration. Boise State has given much thought to an administrative structure that would best support the development of transdisciplinary programs. Academic departments are often too small in scale to facilitate inter-college programming. An Institute or Center will not work because Boise State policy expressly forbids the housing of academic programs within institutes or centers. The new College will provide leadership for faculty in developing innovative new transdisciplinary programs, whether or not such programs are ultimately administered by that college. As faculty culture develops around transdisciplinarity, that leadership will also facilitate the development and evolution of university policies and procedures that encourage, support, and reward such activities.

UI questions whether it is acceptable under board policy to create a college that does not house academic programs, citing Policy III.G.1.a as follows: "Instructional Unit(s) shall mean departments, institutes, centers, divisions, schools, colleges.....that are responsible for academic programs." Note that the policy does not require institutes, colleges, etc., to house instructional units. In fact, centers and institutes at Boise State are not responsible for instructional programming. The policy states that new instructional units complete the program proposal process. It is because we expect to eventually house instructional programs in the CoID that we are submitting the new college for State Board approval.

In summary, it is our hope that ISU and UI can understand that the proposal lacks detail because it is only a starting point. Specifics of what the college will accomplish will be developed once the college is established and specific degree and research programs are conceptualized before being proposed to the State Board for approval.

Sincerely,

Martin E. Schimpf
Provost and Vice President for Academic Affairs

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**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014**

BOISE STATE UNIVERSITY

SUBJECT

Approval of New Master in Teaching in Special Education and Master in Teaching in Early Childhood Intervention

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes to create two new graduate degree programs: a Master in Teaching in Special Education and a Master in Teaching in Early Childhood Intervention. The proposed programs will be offered in BSU's regional service area using a mix of formats: field intensives with online coursework and streamed video seminars.

The proposed changes arise from BSU's Program Prioritization process, and constitute a complete restructuring of the graduate degree and graduate certificate programs offered by the Department of Special Education and Early Childhood Studies. The following represents the changes BSU proposes to make:

- Discontinue the Master of Arts in Special Education and Master of Arts in Early Childhood Studies. Relatively few students seek a thesis-based degree, that is, the Master of Arts, in Special Education and in Early Childhood Studies. A Master of Education degree is a better option for students who are seeking additional training, but plan to stay in the K-12 system.
- Consolidate the existing Master of Education in Special Education and Master of Education in Early Childhood Studies into a single new Master of Education in Early & Special Education. This consolidation will provide a more meaningful program of study, which will focus exclusively on advanced training of already certified teachers who are seeking to enhance their career potential and professional development. Students will emerge with a more comprehensive understanding of how to serve children across the age range of birth through childhood.
- Create two new degrees: a Master in *Teaching* in Special Education and a Master in *Teaching* in Early Childhood Intervention, the subject of the present proposal.
- Restructure the curriculum of the Graduate Certificate in Consulting Teacher Endorsement to focus on positive behavior support, justifying a name change to "Graduate Certificate in Consulting Teacher Endorsement—Behavioral Specialist." The existing Graduate Certificate includes four potential areas of focus: Instructional Design, Positive Behavior Support, Secondary Transition, and Early Childhood Special

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
OCTOBER 16, 2014

Education. Given the proposed changes in the other programs in the department, described above, the focus areas of instructional design, secondary transition and early childhood special education are no longer necessary because students will have the opportunity to take the required courses in these areas within their program of study. The offering of the focused graduate certificate will help graduates be more marketable while addressing specific needs in our schools.

The two new Master in Teaching (MIT) programs will focus on initial training and certification at the graduate level. These programs are new and innovative ways to prepare teachers for working with (a) children ages birth through 8 with and without disabilities (MIT in Early Childhood Intervention), and (b) students with disabilities in the K-12 system (MIT in Special Education).

Students in these graduate degree programs will earn both a Master in Teaching degree and an initial teacher certification within four academic semesters. MIT students will have multiple field experiences both in the classroom and clinical setting. Field placements will provide a setting for direct application of strategies learned in coursework with the support of both university and school-based supervisors and peer collaboration. Given the high number of post-baccalaureate students that enter BSU's program each year, BSU believes this alternative program is a more effective way to prepare future teachers while maximizing the efficiency of resource used in the department.

The program has four primary objectives:

- Replace the existing and highly successful Technology Accentuated Teacher Education for Rural Schools (TATERS) program with a program that will award a master's degree. Students in the TATERS program must take 30+ credits, and a master's degree will better recognize their efforts.
- Increase the number of qualified special education teachers in Idaho to meet the critical shortage that exists.
- Increase the number of highly trained early interventionists in Idaho to serve the needs of young children with developmental delays and other disabilities.
- Ensure that people interested in special education statewide have access to a high quality training program. Course content will be delivered using BSU's online platform (currently Blackboard) and live streaming will be used for our seminars.

IMPACT

There will be no budgetary impact of the proposed program. The proposed changes will result in better resource utilization because they will result in more graduates per resource expenditure.

ATTACHMENTS

Attachment 1 – Proposal

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STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) proposes a complete restructuring of their graduate programs in Special Education and Early Childhood Studies based on Program Prioritization. As part of that restructure, they propose the creation of two new graduate programs: a Master in Teaching (MIT) in Special Education and an MIT in Early Childhood Intervention.

According to BSU, the proposed changes will result in greater productivity of the department and therefore more efficient resource utilization. BSU also indicates that the proposed changes will result in programs that are more attuned to the needs of the educational community.

BSU's request to create an MIT in Special Education and an MIT in Early Childhood Intervention is consistent with their Service Region Program Responsibilities. As per Board Policy III.Z., no institution has the Statewide Program Responsibility for educational programs. Currently, ISU offers an M.Ed in Human Exceptionality and UI offers an M.S. & M.Ed. in Special Education. The following represents current program offerings in the areas of special and early childhood education:

Institution	Program Title	CIP Code	Degree Level	Options/Minors/Emphases	Location(s)	Regional/Statewide	Method of Delivery
BSU	Early and Special Education	13.1210	B.A.		Boise	Regional	Traditional
BSU	Early Childhood Studies	13.1210	M.Ed., M.A.		Boise	Regional	Traditional
BSU	Early Special Education	13.1001	B.A.		Boise	Regional	Traditional
BSU	Special Education	13.1001	M.A., M.Ed.		Boise	Regional	Traditional
ISU	Early Childhood Education	13.1210	BA	Emphases	ISU Campus	Regional	Hybrid
ISU	Special Education	13.1001	Ed S	Deaf Education minor	ISU Campus	Regional	Hybrid
LCSC	Early Childhood Development	13.1210	BAS		Lewiston	Regional	classroom/ online
LCSC	Special Education - Paraprofessional to Teacher	13.1001	BA, BS		Lewiston	Regional	classroom
UI	Early Childhood Development and Education	19.0701	B.S.Early Chl dhd.Dev.Ed.		Moscow		Traditional, combination
UI	Special Education	13.1001	M.Ed.		Boise, Coeur d'Alene, Moscow	Regional	Online

The program will have no budgetary impact. Statewide Special Education teachers are designated as an area of high need in our public schools. The proposal went through the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on September 25, 2014. CAAP recommended approval. Staff notes that the proposed changes still

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require review and recommendation from the Professional Standards Commission consistent with their procedures.

The Instruction, Research, and Student Affairs (IRSA Committee) reviewed this policy at their October 2, 2014 meeting.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to restructure their existing Special Education and Early Childhood Studies graduate programs and create a Master in Teaching in Special Education and a Master in Teaching in Early Childhood Intervention as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

OCTOBER 16, 2014

Institutional Tracking No. 14-007

Idaho State Board of Education

Proposal for Graduate and Doctoral Degree Program



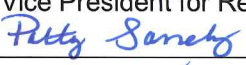
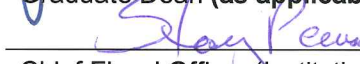
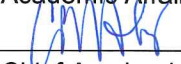
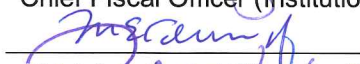

Date of Proposal Submission:	
Institution Submitting Proposal:	Boise State University
Name of College, School, or Division:	College of Education
Name of Department(s) or Area(s):	Special Education and Early Childhood Studies

Program Identification for Proposed New, Modified, or Discontinued Program:

Title:	DISCONTINUE: MA in Special Education and MA in Early Childhood Studies CONSOLIDATE: M.Ed. in Special Education and M.Ed. in Early Childhood Studies into a new M.Ed. in Early & Special Education CREATE NEW: Master in Teaching in Special Education and Master in Teaching in Early Childhood Intervention RENAME: "Graduate Certificate in Consulting Teacher Endorsement" becomes " Graduate Certificate in Consulting Teacher Endorsement—Behavioral Specialist "	
Degree:	Master in Teaching, Master of Arts, Master of Education, Graduate Certificate	
Method of Delivery:	Mixed: Field Intensives with Online Coursework & Streamed Video Seminars	
CIP code (consult IR /Registrar)	CIP Code 13.1001 Special Education and Teaching CIP Code 13.1210 Early Childhood Education and Teaching	
Proposed Starting Date:	Fall Semester, 2015	
Indicate if the program is:	» Regional Responsibility	Statewide Responsibility

Indicate whether this request is either of the following:

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Graduate Program | <input type="checkbox"/> Contract Program/Collaborative |
| <input type="checkbox"/> New Doctoral Program | <input type="checkbox"/> Expansion of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Graduate Program | <input checked="" type="checkbox"/> Consolidation of an Existing Graduate/Doctoral Program |
| <input type="checkbox"/> New Off-Campus Doctoral Program | <input checked="" type="checkbox"/> Discontinuation of an existing Graduate/Doctoral Program |

 College Dean (Institution)	5/19/14 Date	Vice President for Research (as applicable)	Date
 Graduate Dean (as applicable)	6/13/14 Date	 Academic Affairs Program Manager	9/26/14 Date
 Chief Fiscal Officer (Institution)	6/16/14 Date	 Chief Academic Officer, OSBE	9/25/14 Date
 Chief Academic Officer (Institution)	6/14/14 Date	SBOE/OSBE Approval	Date
 President	6/22/14 Date		

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Before completing this form, refer to Board Policy Section III.G., Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program and each program discontinuance. All questions must be answered.

- 1. Describe the nature of the request.** Will this program be related or tied to other programs on campus? Please identify any existing program, option that this program will replace. *If this is request to discontinue an existing program, provide the rationale for the discontinuance. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program. Describe the teach-out plans for continuing students.*

Boise State University proposes a restructuring of the graduate degree and graduate certificate programs offered by the Department of Special Education & Early Childhood Studies and a renaming of the department:

- Discontinue the Master of Arts in Special Education and Master of Arts in Early Childhood Studies
- Consolidate the existing Master of Education in Special Education and Master of Education in Early Childhood Studies into a single new Master of Education in Early & Special Education.
- Create two new degrees: a Master in Teaching in Special Education and a Master in Teaching in Early Childhood Intervention.
- Restructure the curriculum of the Graduate Certificate in Consulting Teacher Endorsement to focus on positive behavior support, justifying a name change to "Graduate Certificate in Consulting Teacher Endorsement—Behavioral Specialist"

The reasons for these changes are as follows:

- The number of students who are seeking a graduate level degree that culminates into a thesis (that is, the Master of Arts) has been historically low in both Early Childhood Studies and Special Education. A Master of Education degree is a better option for students who are seeking additional training, but plan to stay in the K-12 system.
- Merging the M.Ed. in Early Childhood Studies and the M.Ed in Special Education will provide our students with a more meaningful program of study, which will focus exclusively on advanced training of already certified teachers who are seeking to enhance their career potential and professional development. By combining the two programs students will emerge with a more comprehensive understanding of how to serve children across the age range of birth through 21.
- The two new Master in Teaching (MIT) programs will focus on initial training and certification at the graduate level. These programs are new and innovative ways to prepare teachers for working with (a) children ages birth through 8 with and without disabilities (MIT in Early Childhood Intervention), and (b) students with disabilities in the K-12 system (MIT in Special Education). Students in these graduate degree programs will earn both a Master in Teaching degree and an initial teacher certification within four academic semesters. MIT students will have multiple field experiences both in the classroom and clinical setting. Field placements provide a setting for direct application of strategies learned in coursework with the support of both university and school-based supervisors and peer collaboration. Given the high number of post-baccalaureate students that enter our program each year, we believe this alternative program is a more effective way to prepare future teachers while maximizing the resources of the department.
- The existing Graduate Certificate in Consulting Teacher Endorsement includes four potential areas of emphasis: Instructional Design, Positive Behavior Support, Secondary Transition, and Early Childhood Special Education. Given the proposed changes described above, the emphasis areas of instructional design, secondary transition and early childhood

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special education are no longer necessary. Students will have the opportunity to take the required courses in these areas within their program of study, making an endorsement unnecessary. Based on our experiences and conversations with local school district representatives, we believe that offering the focused graduate certificate will help our graduates be more marketable while addressing specific needs in our schools.

- 2. List the objectives of the program.** The objectives should address specific needs the program will meet. They should also identify and the expected student learning outcomes and achievements. *This question is not applicable to requests for discontinuance.*

This section focuses on the proposed Master in Teaching programs because those are the only new programs proposed. The objectives of the proposed Master in Teaching programs are as follows:

- We have determined that our current special education teacher preparation program, Technology Accentuated Teacher Education for Rural Schools (TATERS), is one of the most successful programs in Idaho that prepares high quality special education teachers. Feedback from special education directors indicates that it is successful because TATERS students are required to do a field placement with course-related field assignments each semester. The program is also online so it is accessible to the entire state, which has been critical for helping smaller, remote districts to have high quality special education teachers. However, the current TATERS program is a post-baccalaureate program, and therefore places constraints on financial aid eligibility for our teacher candidates. Additionally, surveys of interested students and current enrollees consistently indicate that the majority of our students would prefer to earn a master's degree in addition to the certification for the 30+ credits that TATERS requires. Therefore, one objective of the MIT in Special Education program is to replace the TATERS program through an intensive field based program in which teacher candidates will receive significant experience in clinical and school settings.
- A second objective is to address the limited supply of qualified special education teachers in Idaho. Each year for the last 5+ years, special education has been indicated as a critical shortage field in Idaho. Through a four semester, one calendar year program, we will be able to provide a high quality education that gets special education teachers into our P-12 schools much sooner than our traditional programs.
- A third objective is to help address the growing need for highly trained early interventionists in Idaho. Labor department projections indicate that the field of special education will grow by 26% nationally, and that the majority of positions will be in early childhood settings to serve the needs of young children with developmental delay and other disabilities in Idaho.
- A fourth objective is to ensure that people interested in special education statewide have access to a high quality training program. The proposed MIT programs will offer an innovative, field and clinical based internship with accompanying seminars for course content. The course content will be organized online and seminars will be streamed so that students in places outside of Boise can access the program. A field coordinator will make onsite visits to sites at a distance.

- 3. Briefly describe how the institution will ensure the quality of the program** (i.e., program review). Will the program require specialized accreditation (it is not necessary to address regional accreditation)? If so, please identify the agency and explain why you do or do not plan to seek accreditation. *This question is not applicable to requests for discontinuance.*

This section focuses on the proposed Master in Teaching programs because those are the only new programs proposed, although the same information applies to all the other programs offered by the department. The following measures will ensure the high quality of the proposed programs:

- **Regional Institutional Accreditation:** Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (A, B, M, D).
- **Program Review:** Internal program evaluations will take place every five years as part of the normal departmental review process conducted by the Office of the Provost. This process requires a detailed self-study (including outcome assessments) and a comprehensive review and site visit by external evaluators.
- **Graduate Policy and Procedure:** The proposed program will adhere to all applicable policies and procedures of the Graduate College as developed and approved by the graduate faculty of the university through its representatives on the Graduate Council.
- **Specialized Accreditation: College:** The College of Education (COE) programs are accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the proposed MIT will be reviewed by CAEP, as our existing programs currently are. The COE just completed an NCATE (previous accrediting organization) review in 2008-09 and as a result, a COE assessment committee has developed new procedures for ensuring the quality of graduate programs within the COE, to include assessment and data reporting procedures.
- **State certification of graduates:** Graduates of our proposed MIT program will receive an institutional recommendation for certification, but that certification is awarded by the Idaho State Department of Education after they have determined that our program meets the state requirements for teacher certification. Additionally, given the field and clinical intensive nature of the program, we will collaborate with multiple school districts and agencies to provide field-based sites for our students. Professionals at these sites will provide important feedback and support for our programs.
- **Professional Standards:** Graduate programs in the College of Education, including the proposed MIT, are also guided by the National Board for Professional Teaching Standards, specifically by their recommendations outlined in "Using National Board Standards to Redesign Master's Degrees for Teachers: A Guide for Institutions of Higher Education". The program sequence for the proposed MIT was also developed with input from a steering committee consisting of local, state and national experts and stakeholders in special education. This group will continue to serve in an advisory capacity as we move forward with the MIT program. Finally, national organizations such as the Council for Exceptional Children (CEC), the CEC's Division for Early Childhood, and the National Association for the Education of Young Children have standards for special education teachers that have guided the development of our programs.

4. List new courses that will be added to your curriculum specific for this program. Indicate number, title, and credit hour value for each course. Please include course descriptions for new and/or changes to courses. *This question is not applicable to requests for discontinuance.*

The following three courses will be created to serve the new MIT degrees:

- ED-ECS 515 Early Intervention, Birth to Three
- EDSPE 540 – Disability/Special Education and the Law
- EDSPE 570 – Mathematics for Special Educators

5. Please provide the program completion requirements to include the following and attach a typical curriculum to this proposal as Appendix A. For discontinuation requests, will courses continue to be taught?

	MIT in ECI	MIT in SPED
Credit hours required:	36	36
Credit hours required in support courses:	33	30
Credit hours in required electives:	3	6
Credit hours for thesis or dissertation:	0	0
Total credit hours required for completion:	36	36

6. Describe additional requirements such as preliminary qualifying examination, comprehensive examination, thesis, dissertation, practicum or internship, some of which may carry credit hours included in the list above. This question is not applicable to requests for discontinuance.

The MIT will take place in Clinical and Field settings. Each semester, students will be required to spend 15 hours each week in a school or other designated setting. Once a student has completed the program, they will need to comply with state requirements to complete relevant teacher certification exams.

7. Identify similar programs offered within Idaho or in the region by other colleges/universities. If the proposed request is similar to another state program, provide a rationale for the duplication.

Degrees/Certificates offered by school/college or program(s) within disciplinary area under review

Institution and Degree name	Level	Specializations within the discipline (to reflect a national perspective)	Specializations offered within the degree at the institution
BSU proposed: M.Ed. in Early & Special Education MIT in Special Education MIT in Early Childhood Intervention Grad Cert in Consulting Teacher Endorsement—Behavioral Specialist	Master's level	CIP Code 13.1001 Special Education and Teaching, General: A general program that focuses on the design and provision of teaching and other educational services to children or adults with special learning needs or disabilities, and that may prepare individuals to function as special education teachers. Includes instruction in diagnosing learning disabilities, developing individual education plans, teaching and supervising special education students, special education counseling, and applicable laws and policies.	Special Education High-Incidence Exceptionalities Early Childhood Education Behavioral Intervention Teaching Certification
CSI	N/A		
CWI	N/A		
EITC	N/A		
ISU M.Ed in Human Exceptionality	Master's	CIP Code 13.1210 Early Childhood Education and Teaching: A program that prepares individuals to teach students ranging in age from infancy through eight years (grade three), depending on the school	Special Education School Psychological Examiner
LCSC			
NIC	N/A		

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UI M.S. and Special Education Certification	Master's	system or state regulations. Includes preparation to teach all relevant subject matter	Special Education
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- 8. Describe the methodology for determining enrollment projections.** If a survey of student interest was conducted, attach a copy of the survey instrument with a summary of results as **Appendix B**. *This question is not applicable to requests for discontinuance.*

We have been running the TATERS program for five years at BSU, as well as a post-baccalaureate certification program. The two programs combined typically have enrollment of between 12-18 students. Several students who have been interested in TATERS opt out of signing up when they learn that it is not an MIT. We believe that an MIT will be much more appealing to our students because it moves them on the teacher pay scale, it assists with securing financial aid, and it helps them advance in their education levels in a way that a post-bacc only program does not. Additionally, there are several federal grants through the Office of Special Education Programs that provide scholarships to fund graduate students to enter the field as special education teachers. We are currently not eligible to apply for these grants because our current program is not a graduate one. Finally, we have a student wait list of people across Idaho who have indicated their interest in enrolling once the program becomes an MIT.

- 9. Enrollment and Graduates.** Using the chart below, provide a realistic estimate of enrollment at the time of program implementation and over three year period based on availability of students meeting the criteria referenced above. Include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed program, last three years beginning with the current year and the previous two years. Also, indicate the projected number of graduates and graduation rates.

Discontinuations. Using the chart below include part-time and full-time (i.e., number of majors or other relevant data) by institution for the proposed discontinuation, last three years beginning with the current year and previous two years. Indicate how many students are currently enrolled in the program for the previous two years, to include number of graduates and graduation rates.

In the chart below, we have included enrollment and graduation for our teacher certification programs across Special Education and Early Childhood/Early Childhood Special Education

Institution	Relevant Enrollment Data			Number of Graduates			Graduate Rate
	Current Fall '13	Year 1 Previous	Year 2 Previous	Current ('12-13)	Year 1 Previous	Year 2 Previous	
BSU: Existing Programs:							
MA in Special Education	7	5	6	0	0	0	0/yr
MA in Early Childhood Education	1	0	2	0	1	0	.33/yr
M.Ed. in Special Education	12	18	28	15	7	7	~10/yr
M.Ed. in Early Childhood Education	17	16	13	5	4	6	5/yr
Grad Cert in Consulting Teacher Endorsement	2	1	1	New program	New program	New program	
BSU: Proposed Programs:							
M.Ed. in Early & Special Education	Projection: 30 to 40			Projection: 15-20 per yr			
MIT in Special Education	Projection: 20			Projection: 8 per yr			
MIT in Early Childhood Intervention	Projection: 20			Projection: 8 per yr			

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Grad Cert in Consulting Teacher Endorsement—Behavioral Specialist	Projection: 8			Projection: 3-5 per yr			
ISU M.Ed in Human Exceptionality				7	13	6	
UI M.S. & M.Ed. in Special Education	25	19	26	7	6	7	

10. Will this program reduce enrollments in other programs at your institution? If so, please explain.

There will be no impact on programs other than those described in this proposal.

11. Provide verification of state workforce needs such as job titles requiring this degree. Include State and National Department of Labor research on employment potential.

Using the chart below, indicate the total projected job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old. *This question is not applicable to requests for discontinuance.*

	Year 1	Year 2	Year 3
Local (Regional)	75-100	75-100	75-100
State	300	300	300
Nation	8,000	9,000	9,000

a. Describe the methodology used to determine the projected job openings. If a survey of employment needs was used, please attach a copy of the survey instrument with a summary of results as Appendix C.

Local projections were determined by contacting school districts in Ada County and requesting estimates of their projected need for special education teachers and early interventionists.

State estimates were obtained by reviewing information from the Idaho State Department of Education.

National estimates were obtained from the Bureau for Labor Statistics, which estimates a 6% increase in the number of special education teacher positions (or 26,000 new jobs) over the next few years.

b. Describe how the proposed change will act to stimulate the state economy by advancing the field, providing research results, etc.

Idaho ranks 47th in education nationally, and the success rate of students with disabilities is very low. Special education teacher turnover is extremely high. Having a program that thoroughly prepares special education teachers in a four semester, one calendar year program through intensive clinical and field based internship and accompanying seminars should be very attractive to people wanting to enter the field, so we could potentially draw new students to the area. Also, students from geographical areas across the state will now be able to advance in their profession

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and earn higher salaries. If we can significantly improve the quality of the early childhood education teaching force, students with disabilities in Idaho can get off to a better start. This program will also integrate university and community resources to provide an exemplary program without significantly increasing needed resources.

The proposed program could also serve as a national model that would be of interest for research groups.

- c. Is the program primarily intended to meet needs other than employment needs, if so, please provide a brief rationale.

The program is intended to meet employment needs – not just to fill jobs, but to improve the special education teacher and early interventionist work force so that we are more successful in meeting the needs of students with disabilities across the state. Additionally, the number of students identified each year with Attention Deficit Disorder (ADHD) or Autism is growing – our program will help to prepare teacher candidates to work with these challenging populations.

- 12. Will any type of distance education technology be utilized in the delivery of the program on your main campus or to remote sites? Please describe.** *This question is not applicable to requests for discontinuance.*

Yes, we will continue to use Boise State University's online platform (currently Blackboard) to deliver course content, and we will use live streaming for our seminars.

- 13. Describe how this request is consistent with the State Board of Education's strategic plan and institution's role and mission.** *This question is not applicable to requests for discontinuance.*

This request helps to address the following goals of the State Board of Education's strategic plan and Boise State University's role and mission in Idaho.

Goal 1: A well educated citizenry – Adult learner re-integration (internships). With the extensive field and clinical component, the proposed programs provide an applied and supportive education to ensure that our graduates have the required training and have met the required competencies to be effective teachers.

Goal 2: Critical Thinking and Innovation – Objective B – quality instruction – increase student performance through the development and retention of a diverse and highly qualified set of teachers, faculty and staff. Because our program will be available statewide, we will be able to help train rural specialists, as well as teacher candidates who want to work in larger districts that serve English language learners. Through our collaborations with school districts and community agencies, we will also provide a more diverse range of educational experiences for our program graduates.

Goal 3: Effective and Efficient Delivery Systems – The proposed program is a four semester, one calendar year program. This means that students will be in school for one year, and then can immediately enter the work force at a full-time salary. We will also rely on the use of technology to reach a broad range of students across the state.

- 14. Describe how this request fits with the institution's vision mission and/or strategic plan.** *This question is not applicable to requests for discontinuance.*

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The following bolded passages show the relevance of the program to Boise State University's Mission:

*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.***

Goals of Institution Strategic Mission	Proposed Program Plans to Achieve the Goal
Goal 1 – Create a signature, high quality educational experience for all students.	This program focuses on preparing high quality special education teachers and early interventionists who will be better prepared to meet the needs of an increasingly diverse student population in our state.
Goal 1 – Create a signature, high quality educational experience for all students.	This program relies on an innovative learning environment that includes clinical and school based collaborative partnerships. In these environments they will gain intensive disciplinary expertise in working with children with disabilities. The experiential practice will help them be prepared to meet the challenges and pursue the opportunities of today and tomorrow.
Goal 4 – Align university program and activities with community needs.	The proposed MIT program will include a partnership with a local non-profit, dedicated school based collaboratives, Head Start, Infant Toddler Programs, and other community agencies. These partnerships represent innovative relationships that have not been found in teacher preparation previously.
Goal 4 – Align university program and activities with community needs.	By developing relationships with community organizations and local schools, we will be able to draw on the expertise of a diverse group of people to support the learning experiences of Boise State students.

- 15. Is the proposed program in your institution's Five-Year plan? Indicate below.** *This question is not applicable to requests for discontinuance.*

Yes x No

If not on your institution's Five-Year plan, provide a justification for adding the program.

- 16. Explain how students are going to learn about this program and where students are going to be recruited from (i.e., within institution, out-of-state, internationally). For requests to discontinue a program, how will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?**

We will include the program on our list of offerings on our website, and we will work with extended studies at BSU to advertise the program. Additionally, we have developed strong relationships at the state department of education and across the state with special education directors who have helped to advertise and promote our TATERS and other programs.

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17. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix D**.

N/A

18. **Program Resource Requirements.** Using the *Excel spreadsheet* provided by the Office of the State Board of Education indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first three fiscal years of the program. Include reallocation of existing personnel and resources and anticipated or requested new resources. Second and third year estimates should be in constant dollars. Amounts should reconcile budget explanations below. If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies). Provide an explanation of the fiscal impact of the proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

There will be no change in revenues or expenditures or personnel associated with this proposal.

I. PLANNED STUDENT ENROLLMENT									
	FY 16		FY 17		FY 18		Cumulative Total		
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	
A. New enrollments	~30	~40	~45	~60	~60	~80	~135	~180	
B. Shifting enrollments	~30	~40	~15	~20	0	0	~45	~60	
II. REVENUE									
	FY 16		FY 17		FY 18		Cumulative Total		
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time	
1. Appropriated (Reallocation)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. Appropriated (New)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4. Tuition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. Student Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6. Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<p><i>Ongoing is defined as ongoing operating budget for the program which will become part of the base.</i></p> <p><i>One-time is defined as one-time funding in a fiscal year and not part of the base.</i></p>									

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III. EXPENDITURES									
		FY 16		FY 17		FY 18		Cumulative Total	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs									
1. FTE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00
2. Faculty		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Administrators		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Adjunct Faculty		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Instructional Assistants		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Research Personnel		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Support Personnel		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Fringe Benefits		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Other:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total FTE Personnel and Costs		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

		FY 16		FY 17		FY 18		Cumulative Total	
		On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures									
1. Travel		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Professional Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Other Services		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Communications		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Utilities		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Materials and Supplies		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Rentals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Repairs & Maintenance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Materials & Goods for Manufacture & Resale		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10. Miscellaneous		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Expenditures		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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	FY 16		FY 17		FY 18		Cumulative Total	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. Capital Facilities Construction or Major Renovation								
E. Indirect Costs (overhead)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL EXPENDITURES:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Income (Deficit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

a. Personnel Costs

Personnel Costs remain unchanged

Faculty and Staff Expenditures

Project for the first three years of the program the credit hours to be generated by each faculty member (full-time and part-time), graduate assistant, and other instructional personnel. Also indicate salaries. After total student credit hours, convert to an FTE student basis. Please provide totals for each of the three years presented. Salaries and FTE students should reflect amounts shown on budget schedule.

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Projected Student Credit Hours	FTE Students

Project the need and cost for support personnel and any other personnel expenditures for the first three years of the program.

Administrative Expenditures

Describe the proposed administrative structure necessary to ensure program success and the cost of that support. Include a statement concerning the involvement of other departments, colleges, or other institutions and the estimated cost of their involvement in the proposed program

Name, Position & Rank	Annual Salary Rate	FTE Assignment to this Program	Value of FTE Effort to this Program

b. Operating Expenditures

Briefly explain the need and cost for operating expenditures (travel, professional services, etc.)

Existing Operating Expenses will suffice.

c. Capital Outlay

(1) Library resources

- (a) Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program?

Yes, current library resources are sufficient for this program.

- (b) Indicate the costs for the proposed program including personnel, space, equipment, monographs, journals, and materials required for the program.

No additional costs will be needed.

- (c) For off-campus programs, clearly indicate how the library resources are to be provided.

Students will need to access journal articles through the BSU online system.

(2) Equipment/Instruments

Describe the need for any laboratory instruments, computer(s), or other equipment. List equipment, which is presently available and any equipment (and cost) which must be obtained to support the proposed program.

Our current computer systems are sufficient for this program.

d. Revenue Sources

- (1) If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

N/A

- (2) If the funding is to come from other sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when funding ends?

N/A

- (3) If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

N/A

- (4) Describe the federal grant, other grant(s), special fee arrangements, or contract(s) to fund the program. What does the institution propose to do with the program upon termination of those funds?

N/A

- (5) Provide estimated fees for any proposed professional or self-support program.

N/A

Appendix A: Curriculum.

Proposed new Master in Teaching Programs:

Masters in Teaching in Early Childhood Intervention	
<i>Course Number and Title</i>	<i>Credits</i>
ED-ECS 510 Foundations of Practice in ECSE	3
ED-ECS 511 EI/ECSE Assessment and Evaluation	3
ED-ECS 512 Positive Behavioral Interventions and Supports in Early Childhood	3
ED-ECS 513 Family Systems and Collaboration	3
ED-ECS 514 ECSE Methods	3
ED-ECS 515 Early Intervention, Birth to Three: ECE/ECSE	3
ED-SPED 540 Disability/Special Education and the Law	3
ED-SPED 552 Language Arts for Special Educators	3
ED-SPED 570 Mathematics for Special Educators	3
ED-SPED 557 Universal Design and Assistive Technology	3
Approved graduate electives	3
ED-SPED 598 Seminar in Special Education	3
<i>Total</i>	36

Masters in Teaching in Special Education	
<i>Course Number and Title</i>	<i>Credits</i>
ED-SPED 540 Disability/Special Education and the Law	3
ED-SPED 541 Secondary Transition	3
ED-SPED 550 Teaching Students with Exceptional Needs	3
ED-SPED 552 Language Arts for Special Educators	3
ED-SPED 570 Mathematics for Special Educators	3
ED-SPED 554 Positive Behavior Programs	3
ED-SPED 556 Evidence Based Practices for Students with Support Needs	3
ED-SPED 557 Universal Design and Assistive Technology	3
ED-SPED 558 Assessment in Special Education	3
Approved graduate electives	6
ED-SPED 598 Seminar in Special Education	3
<i>Total</i>	36

Existing Master of Education programs:

Master of Education in Early Childhood Studies	
<i>Course Number and Title</i>	<i>Credits</i>
ED-CIFS 503 Fundamentals of Educational Research	3
ED-CIFS 506 Issues in Education	4
ED-ECS 510 Issues and Topics in ECSE	3
ED-ECS 511 EI/ECSE Assessment and Evaluation	3
ED-ECS 512 Positive Behavioral Interventions and Supports in Early Childhood	3
ED-ECS 513 Family Systems and Collaboration	3
ED-ECS 514 ECSE Methods	3
Approved ED-SPED graduate electives	3
Culminating Activity Options	8
Option 1. Project	
Approved Electives (2 cr)	
ED-ECS 591 Project (6 cr)	
Option 2. Portfolio	
Approved Electives (7 cr)	
ED-ECS 592 Portfolio (1 cr)	
Total	33
Completion of the required courses in the Master of Education in Early Childhood Studies does not qualify the candidate for state certification in Blended Early Childhood/Early Childhood Special Education. The candidate should seek advising to determine certification requirements.	

Master of Education in Special Education	
<i>Course Number and Title</i>	<i>Credits</i>
ED-CIFS 506 Issues in Education	4
Special Education Coursework	
ED-SPED 552 Instructional Strategies for Special Educators or ED-SPED 556 Seminar in Severe Disabilities	3
ED-SPED 554 Positive Behavior Programs	3
ED-SPED 555 Issues and Trends in Special Education	3
ED-SPED 557 Universal Design and Assistive Technology	3
ED-SPED 590 Practicum/Internship	3
General Education Coursework	
ED-CIFS 503 Fundamentals of Educational Research	3
Culminating Activity Options	11
Option 1. Project	
ED-SPED 591 Project (6 cr)	
Approved electives (5 cr)	
Option 2. Portfolio	
ED-ECS 592 Portfolio (1 cr)	
Approved electives (10 cr)	
Total	33

Proposed Master of Education Program:

Master of Education in Early & Special Education	
<i>Course Number and Title</i>	<i>Credits</i>
ED-SPED 549 Multi-Tiered Systems of Support	3
ED-SPED 559 Collaboration and Leadership in Special Education	3
Research	6
ED-CIFS 503 Fundamentals of Educational Research	
ED-CIFS 510 Introductory Statistics in Educational Research	
Behavior Support	3
ED-ECS or ED-SPED 517 School-wide Behavior Support (3 cr)	
ED-ECS or ED-SPED 518 Intensive, Individualized Behavior Support (3 cr)	
ED-ECS or ED-SPED 548 Autism Spectrum Disorders (3 cr)	
Early Childhood Special Education	3
ED-ECS 510 Foundations of Practice in ECSE (3 cr)	
ED-ECS 513 Family Systems and Collaboration (3 cr)	
ED-ECS 515 Early Intervention, Birth to Three: ECE/ECSE (3 cr)	
Instructional Design	3
ED-ECS 514 ECSE Methods (3 cr)	
ED-SPED 552 Language Arts for Special Educators (3 cr)	
ED-SPED 570 Mathematics for Special Educators (3 cr)	
ED-SPED 557 Universal Design and Assistive Technology (3 cr)	
Assessment	3
ED-ECS 511 EI/ECSE Assessment and Evaluation (3 cr)	
ED-SPED 558 Assessment in Special Education (3 cr)	
Approved graduate electives	9
ED-SPED 592 Portfolio	1
Total	34

Existing Graduate Certificate Program:

Graduate Certificate in Consulting Teacher Endorsement	
<i>Course Number and Title</i>	<i>Credits</i>
ED-SPED 549 Tiered Service Delivery Models	3
ED-SPED 559 Mentoring	3
Choose one of the following emphases:	9
Instructional Design	
ED-SPED 552 Instructional Strategies for Special Educators (3 cr)	
ED-SPED 557 Universal Design and Assistive Technology (3 cr)	
ED-SPED 558 Data-Based Decision Making and Assessment (3 cr)	
Positive Behavior Support	
ED-ECS 517/ED-SPED 517 School-Wide Behavior Support Systems (3 cr)	
ED-ECS 518/ED-SPED 518 Intensive, Individualized Behavior Support (3 cr)	
ED-ECS 548/ED-SPED 548 Issues in Autism (3 cr)	
Secondary Transition	
ED-SPED 541 Foundations of Secondary Transition (3 cr)	
ED-SPED 542 Post-Secondary Environments and Interagency Collaboration (3 cr)	
ED-SPED 557 Universal Design & Assistive Technology (3 cr)	
Early Childhood Special Education	
ED-ECS 511 EI/ECS Assessment and Evaluation (3 cr)	
ED-ECS 512 Positive Behavior Interventions and Supports in Early Childhood (3 cr)	
ED-ECS 514 ECSE Methods (3 cr)	
<i>Total</i>	15

Proposed Graduate Certificate Program:

Graduate Certificate in Consulting Teacher Endorsement: Behavior Specialist	
<i>Course Number and Title</i>	<i>Credits</i>
ED-SPED 549 Multi-Tiered Systems of Support	3
ED-SPED 559 Collaboration and Leadership in Special Education	3
ED-ECS 517/ED-SPED 517 School-Wide Behavior Support Systems	3
ED-ECS 518/ED-SPED 518 Intensive, Individualized Behavior Support	3
ED-ECS 548/ED-SPED 548 Issues in Autism	3
<i>Total</i>	15