

STATE BOARD OF EDUCATION SPECIAL MEETING
January 22, 2014
Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho



Teleconference Number: (888)622-5357
Public Participation Code: 896861

Thursday, January 22, 2014, 11:30 a.m., Mountain Time

BUSINESS AFFAIRS & HUMAN RESOURCES

Section I - Human Resources

1. Idaho State University - Multi-Year Employment Agreement Amendment – Head Women’s Volleyball Coach

Section II- Finance

1. University of Idaho – Capital Project – Additional Construction Phase Authorization

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS

1. Board Policy III.N. General Education – Partial Waiver
2. Board Policy III.P. Student – First Reading

DEPARTMENT OF EDUCATION

1. IDAPA 08.02.03.109 – Rules Governing Thoroughness – Special Education – Temporary Rule

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 22, 2015

IDAHO STATE UNIVERSITY

SUBJECT

Amendment to employment agreement with Chad Teichert, Head Women's Volleyball Coach.

REFERENCE

June 2008	The Idaho State Board of Education (Board) approved an employment agreement with Chad Teichert, Head Women's Volleyball Coach
April 2011	The Board approved a new 3-year employment agreement with Coach Teichert
June 2014	The Board approved a new 2-year, 7-month employment agreement with Coach Teichert

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 two-year, seven-month employment agreement with Chad Teichert, Head Women's Volleyball Coach.

Following two Big Sky Conference championship titles in a row, Coach Teichert was offered the head coach position at another Big Sky Conference institution, with a significant increase in salary. The offer was made on January 9, 2015. In order to retain Coach Teichert, ISU's athletic director contacted the Board's Athletic Committee chairman regarding a proposal to match the offer by ISU. The athletic director was instructed by the chairman that ISU could notify the Coach Teichert of its intent to bring a contract amendment to the Board for its consideration at its next meeting.

The proposed salary increase up to \$78,000 would move Coach Teichert closer to the top of Big Sky Conference Volleyball coach salaries:

Big Sky Conference Head Volleyball Coaches' Salaries (as of December, 2013)

Portland State University	\$83,400
University of Idaho	\$83,033
University of Northern Colorado	\$82,250
University of North Dakota	\$83,078
Eastern Washington University	\$74,200
Northern Arizona University	\$71,000
Montana State University	\$68,553
Weber State University	\$68,063
Sacramento State University	\$67,356

BUSINESS AFFAIRS AND HUMAN RESOURCES
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University of Montana	\$63,307
Idaho State University	\$62,324
Southern Utah University	\$47,741

IMPACT

The proposed salary of \$78,000 equates to a 20.31% increase to Coach Teichert's base salary.

Maximum potential annual compensation (base salary plus maximum potential supplemental compensation) would be \$150,295.

ATTACHMENTS

Attachment 1 – Current Employment Agreement	Page 3
Attachment 1 – Proposed First Amendment	Page 17

STAFF AND COMMENTS AND RECOMMENDATIONS

In addition to the base salary increase, the proposed amendment has one other material change in the form of an adjustment in liquidated damages for the Coach terminating the contract early for his own convenience. Under the current contract if the Agreement is terminated on or before January 20, 2015, the coach must pay \$6,000; if the Agreement is terminated between January 21, 2015 and January 20, 2016 inclusive, the sum is \$4,000. Under the proposed amendment, if the Agreement is terminated on or before January 20, 2016, the coach must pay \$10,000; if the Agreement is terminated between January 21, 2016 and January 20, 2017 inclusive, the sum is \$2,000.

Staff makes no recommendation pending review by the Athletic Committee.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a first amendment to the multi-year employment agreement with Chad Teichert, Head Women's Volleyball Coach, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Chad Teichert (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate women's volleyball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, seven (7) months, commencing on June 23, 2014 and terminating, without further notice to Coach, on January 20, 2017 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$62,324.00 for the 12 months beginning June 23, 2014, payable in biweekly installments in accordance with normal University procedures, and an annualized salary of \$65,440.20 beginning June 23, 2015, through the remainder of the contract, payable in biweekly installments in accordance with normal University procedures;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Volleyball Tournament berth, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director and approved by the University's Board of Trustees. The determination shall be based

on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team’s one-year APR score based on attainment of the following levels:

<u>Team APR Ranking</u>	<u>Incentive Pay Up To:</u>
960-969	\$ 600.00
970-979	\$ 700.00
980-989	\$ 800.00
990-999	\$ 900.00
1,000	\$ 1,000.00

Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year the Team advances in the NCAA Women’s Volleyball Tournament, and if Coach continues to be employed as University's head Women’s Volleyball coach as of the ensuing January 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.5 The Coach shall receive the sum of \$2,000 from the University or the University’s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid in one lump sum. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach’s show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is

received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University designated media outlets.

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Volleyball coach as of the ensuing January 1st, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year Coach shall have the opportunity to receive supplemental compensation for achieving a predetermined number of wins, and if Coach continues to be employed as University's head Volleyball coach as on the ensuing January 1st, the University shall pay to Coach supplemental compensation in one of the following amounts, determined by total wins achieved by the Team during the preceding season:

20 wins:	\$ 1,000.00
22 wins:	\$ 1,500.00
24 wins:	\$ 2,000.00
26 wins:	\$ 2,500.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Volleyball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's volleyball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer volleyball camps, the University shall pay Coach any net revenues resulting from the camp as supplemental compensation during each year of his employment as head Volleyball coach at the University, or, at Coach's option, direct any part of the net revenues as an enhancement to the Volleyball program budget at the University. Coach must specify how funds are to be directed no later than April 1 of each year. Any amount payable to Coach as supplemental income shall be paid within 30 days after all camp expenses have been paid.

3.2.9 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties

concerning a Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head Women's Volleyball coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles

of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Trustees.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled

to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination, unless he resigns to accept a high school coaching position. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 20, 2015, the sum of \$6,000.00; (b) if the Agreement is terminated between January 21, 2015 and January 20, 2016 inclusive, the sum of \$4,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Trustees and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car Program), material, and articles of information, including, without limitation, keys, credit cards, cellular telephones, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

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

the University: Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop
Pocatello, ID 83209-

the Coach:

Chad Teichert
Last known address on file with
University's Human Resource Services

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

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY

COACH

Arthur C. Vailas, President Date

Chad Teichert Date

Approved by the Board of Trustees on the ____ day of _____, 2011.

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This Agreement (Amendment) is entered into by and between Idaho State University (University) and Chad Teichert (Coach) to amend the Employment Agreement previously entered into effective June 23, 2014. This Amendment shall be contingent upon approval by the Idaho State Board of Education (Board) and will be effective beginning February 19, 2015.

1. Section 3.1 of the Employment Agreement is hereby amended, subject to Board approval, to read in its entirety as follows:

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 annualized salary of \$78,000.00, beginning the first pay period starting after February 19, 2015, or such other date as the Board may approve this Amendment, payable in biweekly installments in accordance with normal University procedures;*
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and*
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.*

2. Section 5.3.3 of the Employment Agreement is hereby amended, subject to Board approval, to read in its entirety as follows:

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination, unless he resigns to accept a high school coaching position. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 20, 2016, the sum of \$10,000.00; (b) if the Agreement is terminated between January 21, 2016 and January 20, 2017 inclusive, the sum of \$2,000.00. 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.

3. All other provisions of the Employment Agreement remain as stated therein.

4. Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Amendment with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

IDAHO STATE UNIVERSITY

COACH

Arthur C. Vailas, President Date

Chad Teichert Date

Approved by the Board of Trustees on the _____ day of _____, 2015.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 22, 2015

UNIVERSITY OF IDAHO

SUBJECT

Capital Project Additional Construction Phase Authorization, Integrated Research and Innovation Center (IRIC).

REFERENCE

June 16, 2005	Initial pre-planning work authorized
April 18, 2012	Capital project update
December 13, 2012	Capital project planning and design authorization
April 17, 2014	Capital project construction authorization
June 19, 2014	General revenue bond issuance authorization

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.K.1 and V.K.3.c.

BACKGROUND/ DISCUSSION

The University of Idaho (UI) is currently in the first phase of construction for the Integrated Research and Innovation Center (previously Science and New Technologies Laboratory) on the Moscow campus. This new building is sited at a central location in the heart of the campus and will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The project has been cited as a key priority in our multi-year capital plans and state funding requests since 1999.

In December of 2012, the university achieved Board of Regents Authorization for the planning and design phases of the project. The architectural firm NBBJ was retained for the design process. As of this date, the final construction documents envision a three story structure of 70,800 gsf.

During the design phase, the design and project administration team determined that the project is best delivered in two major phases. The first phase consists of site clearing, site excavation, site utilities, footings and foundations, under floor utilities, first floor slab-on-grade, and the erection of steel framing. This first phase is funded by a \$5 million contribution to the overall project by the State of Idaho through the Permanent Building Fund (PBF).

Subsequent to the PBF funded, Division of Public Works (DPW) administered phase of the project, the university will take over and administer a second phase that will complete the build-out of the project. A coordinated milestone schedule for this transfer of project administrative responsibilities is in place in cooperation between DPW, the university and the design team. The UI administered phase

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 22, 2015

of the project will be funded through available cash reserves and bond proceeds developed by the University of Idaho.

DPW received bids for the initial phase of the project during summer of 2014. The bids received were approximately 5 to 10% higher than expected depending upon line item, and they reflected an upward trend of higher bid pricing experienced both by DPW and the university on multiple projects bid over the course of 2014. Given that phase 1 of the project is a relatively small portion of the overall project scope (approximately 10%) and that the second phase of the project would not be bidding until winter 2014/15, the phase 1 bids were awarded. The design and construction team were asked to reevaluate the phase 2 portion of the scope.

Accordingly, the university and the design and construction team initiated a robust and extensive value engineering process in the fall of 2014 with the intent of reducing the phase 2 portion of the project significantly. Personnel from the university, DPW, the architect and their consultants, and the construction manager initially identified approximately \$4.5 million in possible scope reduction, and also identified a long list of possible bid alternates. The purpose of the alternates is to provide prudent scope reductions that will provide a greater chance of receiving a base bid for a functional facility within allowable funding. The architect was commissioned to incorporate these changes into the project documents and develop a revised bidding set for phase 2 of the overall effort.

The construction manager has now submitted a revised estimate of cost for the reworked phase 2 scope of work. This revised cost estimate was submitted to the university as a Guaranteed Maximum Price (GMP) in December, 2014. Unfortunately, only the GMP for the base bid scope of work currently fits within the current regents' construction and project authorization for the IRIC project. All of the additive alternates are estimated to exceed the current authorization level.

The university is extremely interested in pursuing two of the alternates at a minimum. These alternates cover the full build-out of lab and office spaces on the third floor of IRIC. Under the base bid, these spaces will be left as shell space. While the base bid will provide a useable and functional facility, leaving these third floor spaces as shelled space will reduce the initial overall lab and office count. Building out these spaces at a future, yet to be determined date will only be more expensive due to continued forecasted construction escalation – and will disrupt a then occupied facility.

Therefore, the university has identified an additional \$2.8 million in central strategic reserves for the purpose of funding the GMP estimate for alternates 1 and 2. This is the amount estimated to be necessary to accept these alternates and complete the associated third floor lab and office spaces with the initial construction build-out.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 22, 2015

The university has accepted the GMP for the base estimated amount only at this time and the project is currently in the bid phase. Bids are due to be received January 20, 2015. Lacking any additional authorization granted prior to that date, the university will only award scope that bids within the current authorization.

IMPACT

The impact of this additional authorization request is an additional \$2,800,000. The current design and construction project effort is authorized at \$49,000,000, thus the total cost of the revised design and construction project is \$51,800,000.

The overall project cost, to include the pre-planning expenditures, planning and design phase (and assuming the two add alternates are authorized) is \$52,738,600.

Prior Authorized Expenditures (Pre-Planning/Pre-Design)

Funding	\$938,600	Expenditures	\$936,427
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Anticipated Project (Planning, Design and Construction)

Funding		Estimate Budget	
State (FY14 & 15)	\$ 5,000,000	Construction	\$ 40,568,800
Federal (Grant)	\$ 0	A/E & Consultant Fees	\$ 3,736,500
Other (UI/Bond)	\$ 44,000,000	Fixtures, Furn., & Equip.	\$ 1,365,000
Add'l Reserves	\$ 2,800,000	Commissioning	\$ 125,000
Private	\$ 0	Testing and Surveys	\$ 280,000
Total	\$ 51,800,000	Plan Check & Fees	\$ 105,000
		Institutional Support	\$ 41,000
		Contingency	<u>\$ 5,578,700</u>
		Total	\$ 51,800,000

ATTACHMENTS

Attachment 1 – Capital Project Tracking

Page 5

STAFF COMMENTS AND RECOMMENDATIONS

In summary, UI is requesting approval for a \$2.8M increase in total project cost to accommodate two add alternates due to higher than anticipated construction costs.

Absent the requested authorization to increase the total project cost for this new facility, build-out of lab and office spaces on the third floor will not be possible. UI has identified central cash reserves to cover the cost of the add alternatives to make the third floor fully built-out and operational. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 22, 2015

BOARD ACTION

I move to approve the request by the University of Idaho to implement additional authorization for the Construction Phase for the Integrated Research & Innovation Center, pursuant to the budget set forth in the materials submitted to the Board. Authorization includes the authority to execute all necessary and requisite consultant, vendor, and construction contracts to fully implement construction of the project.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Office of the Idaho State Board of Education
 Capital Project Tracking Sheet
 Jan-15

History Narrative

- 1 **Institution/Agency:** University of Idaho **Project:** Integrated Research and Innovation Center (formerly referred to as the Science and New Technologies Lab in the cited Original Authorization)
- 2 **Project Description:** This proposed facility will establish modern and capable science spaces supporting interdisciplinary research and provide core visualization and computing labs. The project has been cited as a key priority in our multi-year capital plans and state funding requests since 1999.
- 3 **Project Use:** The facility will be designed to foster interdisciplinary research collaboration and interaction and will include flexible systems and support infrastructure, allowing reconfiguration of spaces supporting changes in programs and research needs over time.
- 4 **Project Size:** Approximately 70,800 gross square feet. The Design and Construction phase of the project revised estimate is \$51.8M. Overall project cost to include the pre-Planning/Pre-design Phase expenditures is currently estimated at \$52.739M.*

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	Sources of Funds				Use of Funds			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other **	Total Uses*
Initial Cost of Project			\$ 892,800	\$ 892,800	\$ 892,800			\$ 892,800
History of Revisions: Report of Actual Preliminary Planning and Programming Expenditures, Apr 12			\$ 43,627	\$ 43,627	\$ 43,627			\$ 43,627
SUBTOTAL, PreDesign and Feasibility Phase:	\$ -	\$ -	\$ 936,427	\$ 936,427	\$ 936,427	\$ -	\$ -	\$ 936,427
Project Design through Construction Documents, Dec 12			\$ 3,600,000	\$ 3,600,000	\$ 3,600,000			\$ 3,600,000
Revised Cost Estimate. Capital Project Budget and Finance Plan and Construction Phase Authorization, Apr 14	\$ 5,000,000		\$ 40,400,000	\$ 45,400,000	\$ 136,500	\$ 38,018,800	\$ 7,244,700	\$ 45,400,000
Revised Cost Estimate. Additional Construction Phase Authorization Request, Jan 15			\$ 2,800,000	\$ 2,800,000		\$ 2,550,000	\$ 250,000	\$ 2,800,000
SUBTOTAL, Planning, Design and Construction Phases:	\$ 5,000,000	\$ -	\$ 46,800,000	\$ 51,800,000	\$ 3,736,500	\$ 40,568,800	\$ 7,494,700	\$ 51,800,000
Total Project Costs	\$ 5,000,000	\$ -	\$ 47,736,427	\$ 52,736,427	\$ 4,672,927	\$ 40,568,800	\$ 7,494,700	\$ 52,736,427

		----- Other Sources of Funds-----							
History of Funding:		PBF	ISBA	Institutional Funds (Gifts/Grants)	Student Revenue	Other	Total Other	Total Funding	
24	Original Authorization, Jun 05					\$ 892,800	\$ 892,800	\$ 892,800	
25	Additional Auth within Delegated Limits, Jul 10					30,000	\$ 30,000	\$ 30,000	
26	Additional Auth within Delegated Limits, Dec 11					15,800	\$ 15,800	\$ 15,800	
27	SUBTOTAL, PreDesign and Feasibility Phase:	\$ -	\$ -	\$ -	\$ -	\$ 938,600	\$ 938,600	\$ 938,600	
28	Regents Authorization, Planning and Design, Dec 12					3,600,000	\$ 3,600,000	\$ 3,600,000	
30	Capital Project Budget and Finance Plan and Construction Phase Authorization, Apr 14	\$ 5,000,000				40,400,000	\$ 40,400,000	45,400,000	
31	Capital Project Additional Construction Phase Authorization Request, Jan 15					2,800,000	\$ 2,800,000	2,800,000	
32	SUBTOTAL, Planning, Design and Construction Phases:	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 46,800,000	\$ 46,800,000	\$ 51,800,000	
33	Total	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 47,738,600	\$ 47,738,600	\$ 52,738,600	

36 * Estimate based on planning and design phase cost estimates. UI will report back to the Board of Regents for the requisite indebtedness authorization.

37 ** Advertisement Costs, Plan Check Fees, Surveys, Commissioning, Material Testing During Construction, and Construction & Project Contingency

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INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015

SUBJECT

Waiver of Board Policy III.N.4.a, General Education

REFERENCE

April 2014 The Board approved second reading of Board Policy III.N.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Board Policy III.N., General Education outlines the statewide General Education Framework, which provides guidance to Idaho's public institutions in identifying courses that meet the General Education Matriculation (GEM) competencies for the facilitation of seamless transfer.

The General Education Committee met on November 14, 2014 to discuss, in part, concerns regarding the Written Communication GEM competencies as it relates to Associate of Applied Science (AAS) degree programs. The Committee felt that additional guidance is needed regarding the competencies associated with the credit requirements under Board Policy III.N.5.b, and that the Written Communications discipline group needed to discuss those concerns and bring back recommendations. The Committee also discussed potentially changing the current range of 3-6 credits to a minimum of 6 credits, which would be more in alignment with expectations for this competency.

While further discussions regarding the Written Communication competency area will occur in March, as it currently stands, those present a challenge for Idaho State University (ISU). Currently, ISU has only identified their English 1102 as meeting all of the competencies provided in Board Policy. For ISU's AAS programs to meet the current state requirements, students will be required to complete an additional English course, forcing most students to complete a total of 6 credits in Written Communication, rather than the current 3 credit requirement.

The General Education Committee does not want to penalize AAS programs that currently require English 101 and supports the need for a temporary waiver of Board Policy III.N.4.a, related to Written Communication requirements associated with the AAS degree.

IMPACT

Approval of the waiver will allow those institutions offering AAS degrees to count English 101 as meeting the Written Communication competencies in Board Policy III.N.4.a.i-vi.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015

ATTACHMENTS

Attachment 1 – Board Policy III.N, General Education

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The statewide General Education Committee and the Written Communications discipline group are convening in Boise on March 6, 2015 to, in part, address ISU's concern. At that time, they will propose policy changes that would address the underlying issues.

Staff recommends approval.

BOARD ACTION

I move to waive Board Policy III.N.4.a as it applies to Associate of Applied Science Degrees for the 2015-2016 academic year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
N. Statewide General Education

April 2014

In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new knowledge and opportunities as they arise, as well as effectively communicate and collaborate with increasing diverse communities and ways of knowing. In combination with a student's major, General Education competencies prepare students to use multiple strategies in an integrative manner, to explore, critically analyze, and creatively address real-world issues and challenges. Course work provides graduates with an understanding of self, the physical world, the development and functioning of human society, and its cultural and artistic endeavors, as well as an understanding of the methodologies, value systems, and thought processes employed in human inquiries. General Education helps instill students with the personal and civic responsibilities of good citizenship. General Education prepares graduates as adaptive, life-long learners.

This subsection shall apply to the University of Idaho, Boise State University, Idaho State University, Lewis-State Clark College, Eastern Idaho Technical College, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions").

1. The state of Idaho's General Education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees shall be:
 - a. The General Education curricula must be thirty-six (36) credits.
 - b. Twenty-seven (27) to thirty (30) credits of the General Education curricula (dependent upon Written Communication placement) must fit within the *General Education Matriculation* (GEM) competency areas defined in subsection 4.
 - c. Six (6) to nine (9) credits of the General Education curricula are reserved for institutions to create competency areas that address the specific mission and goals of the institution. Courses in these competency areas shall have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.
2. The intent of the General Education framework is to:
 - a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses;
 - b. Establish shared rubrics that guide course/general education program assessment; and
 - c. Create a transparent and seamless transfer experience for undergraduate students.
3. There are six (6) General Education Matriculation (GEM) competency areas. The first two emphasize *integrative skills* intended to inform the learning process throughout General Education and major. The final four represent *ways of knowing* and are intended to expose students to ideas and engage them in a broad range of active learning experiences. Those competencies are:
 - a. Written Communication
 - b. Oral Communication
 - c. Mathematical Ways of Knowing
 - d. Scientific Ways of Knowing

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015

- e. Humanistic and Artistic Ways of Knowing
 - f. Social and Behavioral Ways of Knowing
4. GEM courses in each area shall include the following competencies.
- a. Written Communication: Upon completion of a course in this category, students are able to demonstrate the following competencies.
 - i. Use flexible writing process strategies to generate, develop, revise, edit, and proofread texts.
 - ii. Adopt strategies and genre appropriate to the rhetorical situation.
 - iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
 - iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.
 - v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
 - vi. Use appropriate conventions for integrating, citing, and documenting source material as well as for surface-level language and style.
 - b. Oral Communication: Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies.
 - i. Research, discover, and develop information resources and structure verbal messages to increase knowledge and understanding.
 - ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for influencing attitudes, values, beliefs, or behaviors.
 - iii. Understand interpersonal rules, roles, and strategies in varied contexts.
 - iv. Effectively listen and adapt verbal messages to the personal, ideological, and emotional perspectives of the audience.
 - v. Employ effective verbal and nonverbal behaviors that support communication goals.
 - vi. Effectively recognize and critically evaluate the reasoning, evidence, and communication strategies of self and others.
 - c. Mathematical Ways of Knowing: Upon completion of a course in this category, a student is able to demonstrate the following competencies.
 - i. Read, interpret, and communicate mathematical concepts.
 - ii. Represent and interpret information/data.
 - iii. Select, execute and explain appropriate strategies/procedures when solving mathematical problems.
 - iv. Apply quantitative reasoning to draw and support appropriate conclusions.
 - d. Scientific Ways of Knowing: Upon completion of a course in this category, a student is able to demonstrate at least four (4) of the following competencies.
 - i. Apply foundational knowledge and models of a natural or physical science to analyze and/or predict phenomena.
 - ii. Understand the scientific method and apply scientific reasoning to critically evaluate arguments.

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015**

- iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
 - iv. Describe the relevance of specific scientific principles to the human experience.
 - v. Form and test a hypothesis in the laboratory or field using discipline-specific tools and techniques for data collection and/or analysis.
- e. Humanistic and Artistic Ways of Knowing: Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies.
- i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
 - ii. Distinguish and apply terminologies, methodologies, processes, epistemologies, and traditions specific to the discipline(s).
 - iii. Perceive and understand formal, conceptual, and technical elements specific to the discipline.
 - iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
 - v. Interpret artistic and/or humanistic works through the creation of art or performance.
 - vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.
 - vii. Demonstrate self-reflection, intellectual elasticity, widened perspective, and respect for diverse viewpoints.
- f. Social and Behavioral Ways of Knowing: Upon completion of a course in this category, students are able to demonstrate at least four (4) of the following competencies.
- i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
 - ii. Develop an understanding of self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
 - iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.
 - iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
 - v. Understand and appreciate similarities and differences among and between individuals, cultures, or societies across space and time.

5. General Education Requirement

- a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees.

General Education curricula must reflect the following credit distribution:

Competency Area	Minimum Credits
Written Communication	3 to 6 (depending on placement)
Oral Communication	2
Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field experience)

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated Competency Areas	6 to 9 (depending on Written Communication placement)

- i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution.
 - ii. Additional GEM courses, beyond the General Education curricula, may be required within the major for degree completion.
- b. This subsection pertains to Associate of Applied Science degrees.
- i. The General Education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
Institutionally-Designated Competency Areas	3

6. Governance of the General Education Program and Review of Courses

- a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. Those courses are transferable as meeting the GEM requirements at any Idaho public institution. Faculty discipline groups representing all public postsecondary institutions shall ensure consistency and relevance of General Education competencies related to their discipline.
- b. The State General Education Committee (The Committee): The Committee, established by the Board, shall consist of a representative from each of the eight public postsecondary institutions. To ensure transferability, the Committee reviews competencies and rubrics for institutionally-designated General Education categories; final approval resides with the Board. Committee membership and duties are prescribed by the Board.
- c. The eight (8) public postsecondary institutions shall identify all GEM courses in their curricula and identify them on the state transfer web portal.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015

SUBJECT

Student Health Insurance Program (SHIP)

REFERENCE

April 2012	State Board of Education (Board) consideration of several options for SHIP policy waiver. Motion failed.
September 2012	Board considered first reading of amendments to SHIP policy. Motion failed.
April 2013	Board consideration of SHIP policy one-year waiver for Lewis-Clark State College only with respect to mandatory student health insurance coverage. Returned to committee for further consideration.
December 2013	Board returned SHIP policy to committee for further consideration.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.P.16.

BACKGROUND / DISCUSSION

In the early 2000s, it came to the attention of the Idaho State Board of Education ("Board") that an increasing number of students were having catastrophic medical emergencies, the costs of which were being borne by the Catastrophic Health Care Cost Program ("CAT program").¹ The CAT program is designed as an insurance program for the counties to cover the cost of treatment for catastrophic illness suffered by county residents who have no means to pay for the cost of that care. An indigent resident's county pays the first \$11,000 of each indigent's medical and hospital bills. The state is the payer of last resort on these claims and therefore assumes the financial responsibility for claims in excess of \$11,000. In other words, the program picks up the additional medical costs of these residents once a county's claim payments have exceeded \$11,000 during a 12-month period.

During the 2002 legislative session, then Sen. Grant Ipsen, chair of the Senate Health & Welfare Committee, indicated that legislation may be introduced to require students to have health insurance. In lieu of this action, the Board agreed to add this issue to its next meeting agenda.

¹ The CAT program is governed by an administrative board, which is made up of a county commissioner representative from each of the six districts in Idaho, one Governor's appointee, 4 legislators appointed by the legislative leadership (two from the Senate and two from the House (2 Democrats and 2 Republicans)), and a representative of the Idaho Department of Health & Welfare. A contract administrator carries out the day-to-day business of administrating the CAT program. The current contract administrator is the [Idaho Association of Counties](#).

**INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
JANUARY 22, 2015**

As a matter of principle and good public policy, there were Board members who took the position that students should be insured rather than county and state taxpayers picking up the cost in the event of catastrophic claims.

The confluence of these events precipitated the Board direction in January 2002 for the presidents of the colleges & universities to bring a proposed policy on student health insurance back to the Board. The proposed policy specifically needed to address the following:

1. Provisions for a student to opt out of purchasing the coverage, if they have private coverage.
2. Methods of determining proof of other insurance.
3. Number of credit hours a student must carry before insurance is required.

The Board adopted a Student Health Insurance Plan (SHIP) policy in April 2002 requiring all full-time students to have health insurance effective July 1, 2003.

The Board has been mindful of the added costs SHIP poses for students.² In the fall of 2008, Boise State University, Idaho State University and Lewis-Clark State College joined together to form a Student Health Insurance Plan (SHIP) Consortium in an effort to manage costs while maximizing coverage.³ The institutions worked with the Idaho Division of Purchasing throughout the bid and procurement process. In the end, the contract achieved premium reductions for 2010-2011, and held initial rates flat for two years so students would not see any additional inflation in the 2011-2012 academic year.

Just as in every other sector of insured individuals, increases in health insurance costs for students have far out-paced inflation and wage gain. Passage of the federal Affordable Care Act (ACA), subsequent legal challenges, controversy surrounding creation of a State Exchange, the initial problem-plagued rollout of HealthCare.gov, and now the unresolved issue of Medicaid expansion have all exacerbated uncertainty and volatility in the health insurance industry. In light of this shifting landscape, the Board has reviewed its SHIP policy four times in less than three years (April 2012, September 2012, April 2013 and December 2013). In each instance, however, the Board has reaffirmed its position that it is good public policy for students to be insured, and that it would be prudent to wait for ACA implementation to mature before considering any significant changes to SHIP.

² A schedule of undergraduate, resident full-time tuition & fees and SHIP premiums for 2014-15 follows:

	BSU	ISU	UI	LCSC	EITC
Tuition & Fees	\$6,640	\$6,566	\$6,784	\$5,900	\$2,256
SHIP premium	\$2,508	\$2,502	\$1,788	\$2,724	\$1,634
<i>SHIP as % of T&F</i>	37.8%	38.1%	26.4%	46.2%	72.4%

³ The University of Idaho has a self-funded student health insurance plan.

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
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With the successful rollout of the Idaho insurance exchange ("[Your Health Idaho](#)"), the Business Affairs and Human Resources (BAHR) Committee informally agreed last summer that it now may be an appropriate time to revisit the SHIP policy, at least to the extent that the institutions may get out of the insurance business. The BAHR members still felt strongly that full-time students should remain insured.

The policy currently reads as follows: "Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution." If the policy were amended to allow institutions to opt-out of offering insurance, then a determination would need to be made as to the baseline level of insurance that students must maintain. The easiest baseline to use would be an "ACA compliant" policy. The ACA does, however, introduce a number of complexities, including but not limited to:

- The open enrollment period is from mid-November of the current year to mid-February of the following year, so it does not coincide with the academic year.
- The individual mandate does not apply to individuals earning less than \$10,000 per year, which is a threshold some students may fall under.
- At present, Idaho has decided not to expand Medicaid to low-income residents. The ACA "provides a government subsidy⁴ to people who earn between 100 percent and 400 percent of poverty to purchase insurance coverage through an insurance exchange. [However,] people who earn less than 100 percent of poverty are in "policy limbo" at the moment; the law currently does not provide them with a subsidy."⁵
- If a student is exempted from ACA's individual mandate but is still required to purchase student health insurance under Board policy, the student could purchase insurance off of the state exchange but would not be eligible for ACA's Advanced Premium Tax Credit.

This is by no means an exhaustive list of policy issues surrounding SHIP reform in light of ACA, but it is representative of the complexities that need to be considered. From the standpoint of student health insurance, the primary problem with the state exchange, as noted above, is that the open enrollment period does not correspond with the academic year. After open enrollment closes, one can enroll in the Exchange only if one qualifies for a "Special

⁴ "Some individuals and families, under age 65 who are not eligible for coverage through their employer, Medicaid or Medicare, and that purchase a health insurance plan through Your Health Idaho may be eligible for cost savings on their monthly premiums through the Advanced Premium Tax Credit (APTC)." <http://www.yourhealthidaho.org/individuals-and-families/premium-assistance-estimator/>

⁵ *Idaho Workgroup on Medicaid Expansion: An evaluation of the possible expansion of comprehensive healthcare services to low-income Idahoans* (December 3, 2012)

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Enrollment Period”.⁶ If an uninsured, full-time student enrolls in the fall at an institution that does not offer insurance coverage and the student does not qualify for a “Special Enrollment Period” then what does the student do? This factor must be addressed in any amendment to the SHIP policy.

The SHIP policy also provides that “Each institution shall develop procedures that provide for termination of a student’s registration if he or she is found to be out of compliance with this policy while enrolled at the institution.” In other words, currently the consequence for non-compliance is disenrollment. This is quite severe and punitive, and as a result the institutions do not exercise that remedy. Historically, the institutions either default enrolls a noncompliant student in SHIP and then bills the student’s account or the noncompliant student drops below 12 credits so the mandate no longer applies. The latter approach has financial aid and time to completion implications, and frustrates the Board’s 60% Goal.

IMPACT

The proposed amendments to the SHIP policy include the following material changes:

1. Health insurance coverage offered through the institution is discretionary instead of mandatory;
2. All full-time students shall provide proof of health insurance coverage in an ACA compliant policy;
3. A full-time student may have a non-ACA compliant policy before registration for their first semester of attendance, but must sign an affidavit that they will enroll in ACA compliant insurance by the first health insurance exchange open-enrollment period or the end of their first semester, whichever comes first; and
4. A student found to be out of compliance with this policy while enrolled at an institution, shall be ineligible for full-time enrollment in future terms until insurance is obtained and proof of insurance is provided. In addition, institutions that offer student health insurance for purchase can default enroll students and change their student account.

ATTACHMENTS

Attachment 1 – Section III.P. – First Reading
Attachment 2 – Sample Certification form

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STAFF COMMENTS AND RECOMMENDATIONS

Staff has worked closely with the vice presidents for finance & administration and vice presidents for student affairs at the college and universities in the

⁶ To qualify for a Special Enrollment Period, one must have a qualifying life event. One of the following “qualifying life events” could be applicable to students: if a student or anyone in their household loses health coverage in the last 60 days or expects to lose it in the next 60 due to losing job-based coverage, the end of an individual policy plan year, COBRA expiration, or aging off a parent’s plan.

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development of the proposed amendments. Staff believes the proposed amendments strike an appropriate balance between requiring full-time students remain insured, and providing students with the option to satisfy the mandate with an ACA compliant plan.

Staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board policy Section III.P. Students, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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The following policies and procedures are applicable to or for any person designated as a student at an institution under governance of the Board. A "student" means any person duly admitted and regularly enrolled at an institution under governance of the Board as an undergraduate, graduate, or professional student, on a full-time or part-time basis, or who is admitted as a non-matriculated student on or off an institutional campus.

1. Nondiscrimination

It is the policy of the Board that institutions under its governance must provide equal educational opportunities, services, and benefits to students without regard to race, color, religion, sex, national origin, age, handicap, or veterans status, including disabled veterans and veterans of the Vietnam era in accordance with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance.
- c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. Chapter 59, Title 67, Idaho Code, and other applicable state and federal laws.

2. Sexual Harassment

Each institution must establish and maintain a positive learning environment for students that is fair, humane, and responsible. Sexual discrimination, including sexual harassment, is inimical to any institution.

Sexual harassment violates state and federal laws and the Governing Policies and Procedures of the Board. "Sexual harassment" means an un-welcomed sexual advance, request for sexual favors, or behavior, oral statements, or physical conduct of a sexual nature when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of a student's grade, receipt of a grade, or status as a student;

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- b. an individual student's submission to or rejection of such conduct is used as a basis for a decision affecting the student; or
- c. such conduct has the purpose or effect of substantially interfering with a student's learning or learning performance, or creating an intimidating, hostile, or offensive learning environment.

Each institution must develop and make public procedures providing for the prompt, confidential, and equitable resolution of student complaints alleging an act of sex-based discrimination, including sexual harassment.

3. Academic Freedom and Responsibility

Institutions of postsecondary education are conducted for the common good and not to further the interests of either the individual student or the institution as a whole. Academic freedom is fundamental for the protection of the rights of students in learning and carries with it responsibilities as well as rights.

Membership in an academic community imposes on students an obligation to respect the dignity of others, to acknowledge the right of others to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus of an institution. Expression of dissent and attempts to produce change may not be carried out in ways which injure individuals, damage institutional facilities, disrupt classes, or interfere with institutional activities. Speakers on the campuses must not only be protected from violence but must also be given an opportunity to be heard. Those who seek to call attention to grievances must do so in ways that do not significantly impede the functioning of the institution.

Students are entitled to an atmosphere conducive to learning and to fair and even treatment in all aspects of student-teacher relationships. Teaching faculty may not refuse to enroll or teach a student because of the student's beliefs or the possible uses to which the student may put the knowledge gained from the course. Students must not be forced by the authority inherent in the instructional role to make personal or political choices.

4. Catalog and Representational Statements

Each institution will publish its official catalogue and admissions, academic, and other policies and procedures which affect students. (See also "Roles and Missions," Section III, Subsection I-2.)

Each institutional catalogue must include the following statement:

Catalogues, bulletins, and course or fee schedules shall not be considered as binding contracts between [institution] and students. The [institution] reserves the right at any time, without advance notice, to: (a) withdraw or cancel classes, courses, and programs; (b) change fee schedules; (c) change the academic calendar; (d) change admission

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and registration requirements; (e) change the regulations and requirements governing instruction in and graduation from the institution and its various divisions; and (f) change any other regulations affecting students. Changes shall go into force whenever the proper authorities so determine and shall apply not only to prospective students but also to those who are matriculated at the time in [institution]. When economic and other conditions permit, the [institution] tries to provide advance notice of such changes. In particular, when an instructional program is to be withdrawn, the [institution] will make every reasonable effort to ensure that students who are within two (2) years of completing graduation requirements, and who are making normal progress toward completion of those requirements, will have the opportunity to complete the program which is to be withdrawn.

No employee, agent, or representative of an institution may make representations to, or enter into any agreement with, or act toward any student or person in a manner which is not in conformity with Board Governing Policies and Procedures or the approved policies and procedures of the institution.

5. Student Records

The collection, retention, use, and dissemination of student records is subject to the requirements of the Family Educational Rights and Privacy Act of 1974, as amended, and implementing regulations. Each institution will establish policies and procedures for maintenance of student records consistent with the act and implementing regulations and will establish and make public an appeals procedure which allows a student to contest or protest the content of any item contained in his or her institutional records.

6. Residency Status - Procedure for Determination

Rules and procedures for the determination of residency status for purposes of paying nonresident tuition are found in the State Board of Education Rule Manual IDAPA 08.01.04.

7. Full-Time Students

a. Undergraduate Student

For fee and tuition purposes, a “full-time” undergraduate student means any undergraduate student carrying twelve (12) or more credits (or equivalent in audit and zero-credit registrations).

i. Student Body Officers and Appointees

For fee and tuition purposes, the president, vice president, and senators of the associated student body government are considered full-time students

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when carrying at least the following credit loads: (a) president, three (3) credits and (b) vice president and senators, six (6) credits.

ii. Editors

Editors of student published newspapers are recognized as full-time students when carrying a three credit load, and associate editors are recognized as full-time students when carrying a six credit load.

b. Graduate Student

For fee and tuition purposes, a “full-time” graduate student means any graduate student carrying nine (9) or more credits, or any graduate student on a full appointment as an instructional or graduate assistant, regardless of the number of credits for which such instructional or graduate assistant is registered.

8. Student Governance

The students at each institution may establish a student government constitution for their own duly constituted organization, which must be consistent with Board Governing Policies and Procedures. Each student constitution must be reviewed and approved by the Chief Executive Officer. Any amendments to the student constitution must also be reviewed and approved by the Chief Executive Officer.

9. Student Financial Aid

Each institution will establish policies and procedures necessary for the administration of student financial aid.

a. Transfer of Delinquent National Direct Student Loans. (See Section V, Subsection P)

b. Student Financial Aid Fraud

Each institution under governance of the Board should, as a matter of policy, initiate charges against individuals who fraudulently obtain or misrepresent themselves with respect to student financial aid.

10. Fees and Tuition

a. Establishment

Policies and procedures for establishment of fees, tuition, and other charges are found in Section V, Subsection R, of the Governing Policies and Procedures.

b. Refund of Fees

Each institution will develop and publish a schedule for refund of fees in the event a student withdraws in accordance with regulations governing withdrawal.

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11. Student Employees

a. Restrictions

No student employee may be assigned to duties which are for the benefit of personal and private gain, require partisan or nonpartisan political activities, or involve the construction, operation, or maintenance of any part of any facility which is used for sectarian instruction or religious worship. No supervisor may solicit or permit to be solicited from any student any fees, dues, compensation, commission, or gift or gratuity of any kind as a condition of or prerequisite for the student's employment.

b. Policies and Procedures

Each institution will develop its own policies and procedures regarding student employment, including use of student employment as a part of financial assistance available to the student. Such policies and procedures must ensure that equal employment opportunity is offered without discrimination and that wage administration is conducted in a uniform manner. Such policies also must include a statement of benefits available to student employees, if appropriate.

c. Graduate Assistants

Each institution is delegated the authority to appoint within the limitations of available resources graduate assistants in a number consistent with the mission of the institution. Graduate assistantships are established to supplement a graduate student's course of study, with employment appropriate to the student's academic pursuits.

Each institution will establish its own procedures for appointment of graduate assistants which will include (a) qualifications, (b) clear and detailed responsibilities in writing, and (c) maximum number of hours expected and wages for meeting those requirements.

Matriculation, activity, and facility fees for graduate assistants will be paid either by the student or by the department or academic unit on behalf of the student. Graduate students will be covered by appropriate insurance in accordance with institutional procedures for work-related illness or injury.

d. Hourly or Contractual Employment

Each institution may employ students on an hourly or contractual basis in accordance with the needs of the various departments or units, available funds, and rules of the Division of Human Resources (or the University of Idaho classified employee system) or federal guidelines when work-study funds are used.

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12. Student Conduct, Rights, and Responsibilities

Each institution will establish and publish a statement of student rights and a code of student conduct. The code of conduct must include procedures by which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense. Such statements of rights and codes of conduct, and any subsequent amendments, are subject to review and approval of the chief executive officer.

Sections 33-3715 and 33-3716, Idaho Code, establish criminal penalties for conduct declared to be unlawful.

13. Student Services

Each institution will develop and publish a listing of services available to students, eligibility for such services, and costs or conditions, if any, of obtaining such services.

14. Student Organizations

Each student government association is responsible, subject to the approval of the institution's chief executive officer, for establishing or terminating student organizations supported through allocation of revenues available to the association. Expenditures by or on behalf of such student organizations are subject to rules, policies, and procedures of the institution and the Board.

15. Student Publications and Broadcasts

Student publications and broadcasts are independent of the State Board of Education and the institutional administration. The institutional administration and the State Board of Education assume no responsibility for the content of any student publication or broadcast. The publishers or managers of the student publications or broadcasts are solely liable for the content.

16. Student Health Insurance ~~(Effective July 1, 2003)~~

The Board's student health insurance policy is a minimum requirement. Each institution, at its discretion, may adopt policies and procedures more stringent than those provided herein.

a. Health Insurance Coverage Offered through the Institution

Each institution ~~shall~~ may provide the opportunity for students to purchase health insurance. ~~Institutions are encouraged to work together to provide the most cost effective coverage possible.~~ Health insurance offered through the institution shall ~~provide benefits in accordance with state and federal law~~ be Affordable Care Act (ACA) compliant.

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b. Mandatory Student Health Insurance

Every full-fee paying full-time student (~~as defined by each institution for purposes of federal financial aid~~) attending classes in Idaho shall be covered by health insurance ~~an ACA compliant health insurance policy~~. ~~Students shall purchase health insurance offered through the institution, or may instead, at the discretion of each institution, present evidence of health insurance coverage that is at least substantially equivalent to the health insurance coverage offered through the institution.~~ Students without evidence-proof of health insurance coverage shall be ineligible to enroll at ~~the~~an institution. Each institution shall monitor and enforce student compliance with this policy.

i. “ACA compliant” means a health insurance policy which meets the minimum coverage requirements classified by the ACA as “essential health benefits.” Essential health benefits include items and services within at least the following 10 general categories: ambulatory patient services; emergency services; hospitalization; maternity and newborn care; mental health and substance use disorder services, including behavioral health treatment; prescription drugs; rehabilitative and habilitative services and devices; laboratory services; preventive and wellness services and chronic disease management; and pediatric services (including oral and vision care).

ii. Proof of Insurance. All full-time students shall provide proof of ACA compliant health insurance coverage. Students presenting evidence-Proof of health insurance coverage not acquired through the institution shall provide at least the following information shall include at least the following information:

(1) Name of health insurance carrier

(2) Policy number

~~(3)~~ Location of an-Contact information for employer, insurance company or agent who can verify coverage

~~(3)~~(4) Attestation by the student, parent or guardian that health insurance policy is ACA complaint

Along with proof of insurance, students shall certify they will maintain active and continuous ACA compliant insurance coverage for the duration of their time enrolled as a full-time student.

iii. Temporary Insurance Coverage. A full-time student may have a non-ACA compliant policy before registration for their first semester of attendance, but such a student shall sign an affidavit that they will enroll in ACA compliant insurance by the first health insurance exchange open-enrollment period or the end of their first semester, whichever comes first. At no other time may a full-time student be enrolled without ACA compliant insurance.

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- ~~ii. Each institution shall monitor and enforce student compliance with this policy.~~
- ~~iii. Each institution shall develop procedures that provide for termination of a student's registration if he or she is Non-compliance. A student found to be out of compliance with this policy while enrolled at thean institution, shall be ineligible for full-time enrollment in future terms (fall, spring or summer) until insurance is obtained and proof thereof is certified; provided however, that if health insurance is offered through an institution and a student is found in non-compliance, the institution may default enroll the student into the institution's student health insurance plan and charge the student's account. Each institution, at its discretion, may provide a student found to be out of compliance the opportunity to come into compliance before that student's registration is terminated, and may provide that a student be allowed to re-enroll upon meeting the conditions set forth herein, and any others as may be set forth by the institution.~~

17. Students Called to Active Military Duty

The Board strongly supports the men and women serving in the National Guard and in reserve components of the U.S. Armed Forces. The Board encourages its institutions to work with students who are called away to active military duty during the course of an academic term and provide solutions to best meet the student's current and future academic needs. The activated student, with the instructor's consent, may elect to have an instructor continue to work with them on an individual basis. Additionally, institutions are required to provide at least the following:

- a. The activated student may elect to completely withdraw. The standard withdrawal deadlines and limitations will not be applied. At the discretion of the institution, the student will receive a "W" on his or her transcript, or no indication of enrollment in the course(s).
- b. One hundred percent (100%) of the paid tuition and/or fees for the current term will be refunded, as well as a pro-rated refund for paid student housing fees, meal-plans, or any other additional fees. Provided, however, that if a student received financial aid, the institution will process that portion of the refund in accordance with each financial aid program.

18. Student Complaints/Grievances.

The State Board of Education and Board of Regents of the University of Idaho, as the governing body of the state's postsecondary educational institutions, has established the following procedure for review of institution decisions regarding student complaints/grievances:

- a. The Board designates its Executive Director as the Board's representative for reviewing student complaints/grievances, and authorizes the Executive Director,

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after such review, to issue the decision of the Board based on such review. The Executive Director may, in his/her discretion, refer any matter to the Board for final action/decision.

- b. A current or former student at a postsecondary educational institution under the governance of the Board may request that the Executive Director review any final institutional decision relating to a complaint or grievance instituted by such student related to such individual's attendance at the institution. The student must have exhausted the complaint/grievance resolution procedures that have been established at the institution level. The Executive Director will not review complaints/grievances that have not been reported to the institution, or processed in accordance with the institution's complaint/grievance resolution procedures.
- c. A request for review must be submitted in writing to the Board office to the attention of the Chief Academic Officer, and must contain a clear and concise statement of the reason(s) for Board review. Such request must be received in the Board office no later than thirty (30) calendar days after the student receives the institution's final decision on such matter. The student has the burden of establishing that the final decision made by the institution on the grievance/complaint was made in error. A request for review must include a copy of the original grievance and all proposed resolutions and recommended decisions issued by the institution, as well as all other documentation necessary to demonstrate that the student has strictly followed the complaint/grievance resolution procedures of the institution. The institution may be asked to provide information to the Board office related to the student complaint/grievance.
- d. The Chief Academic Officer will review the materials submitted by all parties and make a determination of recommended action, which will be forwarded to the Executive Director for a full determination. A review of a student complaint/grievance will occur as expeditiously as possible.
- e. The Board office may request that the student and/or institution provide additional information in connection with such review. In such event, the student and/or institution must provide such additional information promptly.
- f. The Board's Executive Director will issue a written decision as to whether the institution's decision with regard to the student's complaint/grievance was proper or was made in error. The Executive Director may uphold the institution's decision, overturn the institution's decision, or the Executive Director may remand the matter back to the institution with instructions for additional review. Unless referred by the Executive Director to the Board for final action/decision, the decision of the Executive Director is final.

The Board staff members do not act as negotiators, mediators, or advocates concerning student complaints/grievances.

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CERTIFICATION/PROOF OF HEALTH INSURANCE COVERAGE

The Idaho State Board of Education requires all full-time students at Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College and Eastern Idaho Technical College to be covered by health insurance. Students may satisfy the insurance requirement through a parent's plans (until age 26), a health insurance exchange (e.g. <https://www.yourhealthidaho.org> or <https://www.healthcare.gov>) plan, employer sponsored plans, or other individual plans that are compliant with the requirements of the federal Affordable Care Act.

Please submit this form to **[insert appropriate institution office name]** certifying proof of your active health insurance coverage **[when you register for classes]**.

Insurance carrier name _____

Insurance carrier address _____

Insurance carrier phone number for questions/verification _____

Policy group number _____

Policy holder name _____
(If you are a dependent, this would be your parent's name.)

Policy holder ID# _____

[Insert Institution Name] reserves the right to audit certification at any time during the academic year to verify coverage.

*By my signature below I understand that I must maintain active and continuous health insurance coverage in order to be enrolled as a full-time student at **[Insert Institution Name]**, and that non-compliance with this insurance requirement will result in making me ineligible for enrollment in future terms (fall, spring or summer) until insurance is obtained and certified.*

*I also acknowledge that if I drop, lose or change insurance coverage during the school year I must notify the **[insert appropriate institution office name]** within 30 days. Failure to do so will result in making me ineligible for enrollment in future terms (fall, spring or summer) until my insurance is re-certified.*

Student Name (please print) _____

Student Signature _____

Date _____

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STATE DEPARTMENT OF EDUCATION
JANUARY 22, 2015

SUBJECT

Temporary Rule - IDAPA 08.02.03.109 – Rules Governing Thoroughness

REFERENCE

August 2010

Board approved Temporary and Proposed rule change to IDAPA 08.02.03.109. regarding the Special Education Individualized Education Programs.

Novemer 2010

Board approved pending rule changes to IDAPA 08.02.03.109 regarding the Special Educaiton Individualized Education Programs

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-116, 33-2002, Idaho Code, IDAPA 08.02.03.109 (f)
20 U.S.C. 1411-1419; 34 CFR 300,100-300.174, Individuals with Disabilities Education Act (IDEA)

BACKGROUND/DISCUSSION

The Individuals with Disabilities Education Act (IDEA) sets certain timeframes for districts to complete particular activities such as initial evaluation for special education, reevaluation and dispute resolution. Timeframes help ensure that services for students are not unnecessarily delayed and reviewed appropriately. Federal regulation allows for 60 calendar days from the receipt of parent consent for initial evaluation to evaluate a student and determine eligibility for special education. After a student is found eligible for special education, regulations allow 30 calendar days to develop an individualized education program (IEP); implementation of that IEP must occur as soon as possible thereafter. Idaho's rules currently set a maximum 60 day timeline for student evaluation, determination of eligibility for special education, development of an IEP and implementation of that IEP. Idaho's timeline starts upon the receipt of parent consent for initial evaluation for special education, and excludes periods when regular school is not in session for five or more consecutive school days, or if all parties agree to an extension beyond 60 days. Idaho also requires once eligibility is determined, an IEP must be developed and implemented within 30 days (as long as those 30 days still fall within the 60 day timeframe). An example would be if a student was evaluated and found eligible by the 15th day, a district would then have 30 days (not 45 days) to ensure development and implementation of an IEP. If a student was evaluated and found eligible on the 35th day, the IEP would have to be developed and implemented within 25 days.

The Individuals with Disabilities Education Act (IDEA) only allows states to modify the timelines for times when a school is not in session for five (5) or more consecutive days for Eligibility for Special Education, this is not allowed for IEP's

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as specified in IDAPA 08.02.03 subsection 109.04. The timeline currently contained in this section violates IDEA.

IMPACT

If this Temporary Rule is not approved districts will be in violation of the Individuals with Disabilities Education Act (IDEA)

ATTACHMENTS

Attachment 1 – Temporary Rule change to IDAPA 08.02.03.109

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

The language currently contained in IDAPA 08.02.03.109 violates the current requirements of the Individuals with Disabilities Education Act. Amending this language will bring Idaho into compliance with IDEA.

Temporary rules go into effect at the time of Board approval unless an alternative effective date is specified by Board action. To qualify as a temporary rule, the Governor must find the rule meets one of three criteria: provides protection of the public health, safety, or welfare; or is to come into compliance with deadlines in amendments to governing law or federal programs; or is conferring a benefit. These rules qualify as temporary rules as they will bring rules into compliance with amendments to governing law. The proposed amendments will bring Idaho into compliance with a Federal law and therefore meet the requirements of a Temporary rule.

Staff recommends approval.

BOARD ACTION

I move to approve the Temporary Rule amendment to IDAPA 08.02.03.109 as submitted in attachment 1 effective January 22, 2015.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE DEPARTMENT OF EDUCATION
JANUARY 22, 2015**

**IDAPA 08
TITLE 02
CHAPTER 03**

08.02.03 - RULES GOVERNING THOROUGHNESS

109. SPECIAL EDUCATION.

- 01. Definitions.** The following definitions apply only to Section 109 of these rules. (4-5-00)
- a. Adult Student.** A student who is eligible for special education, is eighteen (18) years of age or older and to whom special education rights have transferred. (4-5-00)
- b. Department.** State Department of Education. (4-5-00)
- c. Due Process Hearing.** An administrative hearing that is conducted to resolve disputes. (3-29-10)
- i. Regular due process hearing regarding issues on any matter related to identification, evaluation, placement, or the provision of a free appropriate public education.** (3-29-10)
- ii. For disputes concerning discipline for which shortened time lines are in effect, an expedited due process hearing may be requested in accordance with the Individuals with Disabilities Education Act.** (3-29-10)
- d. Education Agency.** Each school district and other public agency that is responsible for providing special education and related services to students with disabilities, including the Department of Juvenile Corrections and the Idaho School for the Deaf and Blind. (4-5-00)
- e. Governing Special Education Requirements.** Sections 33-201, 33-2001 through 2002, 33-2004 through 2005, and 33-2010, Idaho Code; Section 109 of these rules; the Individuals with Disabilities Education Act (IDEA), Parts A and B, (20 U.S.C., Sections 1400-1419); IDEA Regulations (34 C.F.R. Part 300); Idaho Special Education Manual; and special education case law that sets precedence in Idaho. (3-29-10)
- f. Idaho Special Education Manual.** Policies and procedures, as approved by the State Board of Education, that the State Department of Education is required to adopt to meet the eligibility requirements of 20 U.S.C, Section 1412 and are consistent with state and federal laws, rules, regulations, and legal requirements. (3-29-10)
- g. Special Education.** Specially designed instruction as defined by the Individuals with Disabilities Education Act or speech-language pathology services to meet the unique needs of a special education student. (4-5-00)
- 02. Legal Compliance.** The State Department of Education and education agencies shall comply with all governing special education requirements. (4-5-00)
- a. The Board of Trustees or other comparable governing body of each education agency shall adopt policies and procedures for providing special education services and obtain approval from the State Department of Education for the same. Department approval shall be based on current governing special education requirements. Each education agency shall revise its policies and procedures as necessary to conform with changes in governing special education requirements.** (4-5-00)
- b. The State Department of Education shall provide education agencies with a sample set of policies and procedures that is consistent with governing special education requirements. The Department shall monitor all education agencies and private agencies who provide special education services to students with disabilities for compliance with governing special education requirements and adopted policies and procedures.** (4-5-00)

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c. Each education agency shall ensure that charter schools and alternative schools located in its jurisdiction have nondiscriminatory enrollment practices. Each education agency shall ensure the provision of special education and related services to eligible students enrolled in charter and alternative schools in accordance with governing special education requirements. (4-5-00)

d. Each education agency contracting with a private school or facility shall ensure that the private school or facility is approved by the State Department of Education to provide special education services. The Department may approve a private school or facility to provide special education services upon application to the Department if it: (4-5-00)

i. Is an accredited school or a licensed rehabilitation center; and (4-5-00)

ii. Meets minimum health, fire and safety standards; and (4-5-00)

iii. Is nonsectarian; and (4-5-00)

iv. Provides special education services consistent with governing special education requirements. (4-5-00)

v. Any private school or facility aggrieved by the Department's final decision may appeal that decision to the State Board of Education. (4-5-00)

e. Education agencies shall employ special education and related services professional personnel using certification standards approved by the State Board of Education or licensing standards adopted by the Bureau of Occupational Licensing. Education agencies shall employ individuals who meet the highest entry-level standard that applies to a specific discipline unless there is a shortage of fully qualified candidates for a specific position. If there is a shortage of fully qualified candidates, the education agency shall hire the most qualified individual available who is making satisfactory progress toward meeting the highest entry-level standard within three (3) years. (4-5-00)

f. Education agencies may employ paraprofessional personnel to assist in the provision of special education and related services to students with disabilities if they meet standards established by the State Department of Education. (4-5-00)

g. Education agencies shall collect and report data as necessary to meet state and federal requirements concerning special education services, staff or students. Education agencies shall develop, implement and revise district improvement plans as necessary to improve results as measured by data on goals and indicators for the performance of special education students that are established by the State Department of Education in accordance with the Individuals with Disabilities Education Act. (4-5-00)

h. Education agencies shall establish a team process to problem solve and plan general education interventions to ensure that referrals to special education are appropriate. (4-5-00)

03. Eligibility for Special Education. The State Department of Education shall provide state eligibility criteria for special education services for categorical eligibility consistent with the Individuals with Disabilities Education Act. Education agencies shall consider eligibility under all disability categories set forth in the Idaho Special Education Manual with the exception of developmental delay, which is an optional category. If an education agency elects to use the developmental delay category, it shall consider developmental delay for students ages three (3) through nine (9) using the eligibility criteria adopted by the Department and set forth in the Idaho Special Education Manual. The total timeline from the date of receipt of written parental consent for an initial evaluation to the date of determination of eligibility for special education and related services must not exceed sixty (60) calendar days, excluding periods when regular school is not in session for five (5) or more consecutive school days, unless all parties agree to an extension. (4-7-11)

04. Individualized Education Programs. Each education agency shall develop an individualized

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education program (IEP) for each student who is eligible for special education. The IEP shall be implemented as soon as possible after it is developed. The total timeline from the determination that the student needs special education and related services to the date of implementation of the initial IEP shall not exceed thirty (30) calendar days, ~~excluding periods when regular school is not in session for five (5) or more consecutive school days, unless all parties agree to an extension.~~ A new IEP shall be developed at least annually, on or before the date the previous IEP was developed. (4-7-11)(____)

a. IEP team meetings shall be convened upon reasonable request of any IEP team member at times other than the annual review. If the education agency refuses to convene an IEP team meeting requested by a parent or adult student, the agency shall provide written notice of the refusal. (4-5-00)

b. Education agencies shall document the attendance of all participants at each IEP team meeting. Any participant who does not agree with an IEP team decision regarding a student's educational program may place a minority report in that student's file. A minority report shall not prevent implementation of an IEP team decision. (4-5-00)

c. The IEP team shall determine the student's placement in the least restrictive environment. (5-3-03)

d. At the discretion of the education agency, an individualized family service plan (IFSP) may be used in place of an IEP if: (4-5-00)

i. The child is ages three (3) through five (5), and (4-5-00)

ii. The child's parents are provided with a detailed explanation of the differences between an IFSP and an IEP, and (4-5-00)

iii. The child's parents provide written consent to use the IFSP, and (4-5-00)

iv. The IFSP is developed in accordance with IDEA Part B policies and procedures. (3-29-10)

v. Nothing in this part requires education agencies to develop IFSPs rather than IEPs for three (3) through five (5) year old nor to implement more than the educational components of the IFSP. (4-5-00)

e. When a student who has been determined eligible for special education, as indicated by a current IEP, transfers from one (1) Idaho education agency to another, the student is entitled to continue to receive special education services. The receiving education agency may accept and implement the existing IEP or may convene an IEP team meeting to develop a new IEP. If a new IEP cannot be developed within five (5) school days, or if the education agency wishes to re-evaluate the child, an interim (short-term) IEP shall be implemented pending development of the standard IEP. (4-5-00)

f. If a student who is eligible for special education in another state transfers to an Idaho education agency, the Idaho education agency shall request a copy of the student's most recent eligibility documentation and IEP within two (2) school days. Within five (5) school days of receipt of the eligibility documentation and IEP, the Idaho education agency shall determine if it will adopt the existing eligibility documentation and IEP. If the education agency disagrees with the existing eligibility documentation, or if the documentation is not available within a reasonable time period, consent for an initial assessment shall be sought. While the assessment and evaluation is in process, the education agency may implement an interim IEP if the parent or adult student agrees. If the parent or adult student does not agree to an interim IEP, the student shall be placed in general education. (4-5-00)

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