

**INSTRUCTION, RESEARCH, AND STUDENT AFFAIRS
FEBRUARY 19, 2015**

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SUBJECT

Presentation on Federal Title IX Law

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section 1 A.
Policy Making Authority

BACKGROUND/DISCUSSION

Title IX of the Education Amendments of 1972 are federal regulations intended to end sex discrimination in all areas of education, including employment. It requires equity in educational programs. While most frequently associated with equity in athletics – these amendments also cover sexual harassment, sexual misconduct and sexual violence on campus. In 2011, the Office of Civil Rights (OCR) issued regulatory guidance on compliance with Title IX as it relates to sexual violence and misconduct and is currently conducting numerous investigations at colleges and universities across the country.

At the February 2014 Instruction Research and Student Affairs (IRSA) meeting, institutions were asked to begin a process of self-evaluation to determine the current status of compliance with Title IX or any Title IX issues. In October of 2014, the Chief Student Affairs Officers (CSAO) were asked to assist in developing “guiding principles” or Board policy to address Title IX issues. Institutions have worked collaboratively to provide training opportunities for staff, share policies and expertise. The process is dynamic in that expectations for campuses by the federal government are not yet clear. Led by the CSAOs at each institution, campuses reviewed and are reviewing current policies and are making necessary changes to comply with federal regulations. Joint meetings have occurred to discuss and develop Principles of Best Practice for Compliance with Title IX. Individual campuses are in various stages of revision to policies and procedures. Work on guiding principles or policy is still being reviewed.

The CSAOs are providing the Board with an overview of Title IX policies, case studies, and a description of the collaborative process used by institutions to share resources and expertise.

IMPACT

Bringing campus policies into compliance and up to date with current requirements of the new regulations for Title IX has resulted in additional training, staff time, and expenses related to investigation and resolution of violations. The full fiscal impact is not known at this time, but it is expected that additional expenses will be required as campuses institute their new policies, continue the necessary campus training, and further develop safety programs to minimize the incidents of sexual assault on Idaho campuses. Campuses will continue to monitor the cost of implementation.

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STAFF COMMENTS AND RECOMMENDATIONS

In February 2014, IRSA asked the CSAOs to (a) ensure their campus policies are updated and based on best practices and (b) propose draft language for Board Policy on this subject. That work is ongoing. In the meantime, the CSAOs feel it is important to provide the Board with an update as this policy area is complicated with few settled issues. This reality complicates their work but provides an opportunity to engage the Board as to their questions, concerns and expectations.

BOARD ACTION

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

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Summary of Title IX and Related Federal Regulations

Federal mandates relating to Title IX, the Clery Act, VAWA, and the Campus SaVE Act have changed things for educational institutions. We are now held accountable not only for required reporting of incidents, but also for how our procedures and processes are written to properly handle those incidents, how we advocate for students, and how we prevent further incidents through education and training. Below is a summary of the regulations that guide us toward positive change in our campus communities.

Title IX

Title IX of the Education Amendments of 1972 is a federal civil rights law that prohibits discrimination on the basis of sex in federally funded education programs and activities. It requires schools:

- To designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX;
- To disseminate a notice of non-discrimination;
- To adopt and publish procedures providing for the prompt and equitable resolution of student and employee sex discrimination complaints;
- To designate almost all employees of the institution as mandatory reporters of possible Title IX infractions;
- To be pro-active in ensuring that a campus is free of sex discrimination through education and training;
- To take immediate action to ensure that a complainant/victim can continue education free of on-going sex discrimination;
- Not to retaliate against someone filing a complaint and prevent retaliation from any other party;
- To issue a no contact directive to prevent the accused student from approaching or interacting with the complainant/victim;
- Not to offer mediation in cases of sexual violence rather than a formal hearing;
- To not discourage anyone from continuing his or her education.

The Clery Act and Its Provisions

Clery Act – The Jeanne Clery Act – A Federal Law that requires college campuses:

- To publish an annual security report;
- To have a public crime log;
- To disclose crime statistics that occur on campus as well as adjacent to the campus and certain non-campus facilities;
- To identify the location and where students stay when they travel off campus;

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- To issue timely warnings about any crimes that pose a serious or ongoing threat to students and employees;
- To devise an emergency response, notification and testing policy;
- To compile and report fire data to the federal government;
- To enact policies and procedures to handle reports of missing students.

VAWA – Violence Against Women Act (1994) and Reauthorized in 2014 – A federal law that holds offenders accountable with programs to provide services for the victims of such violence. VAWA is an amendment to the Clery Act. VAWA requires schools:

- To establish relationships with local law enforcement and clarify jurisdiction;
- To have programs to prevent dating violence, domestic violence, sexual assault and stalking;
- To have written procedures that they follow when there is an incident of sexual assault, domestic violence, dating violence or stalking and this information must be provided in writing to the victim.

Campus SaVE Act (The Campus Sexual Violence and Elimination Act) – A federal law that complements Title IX and seeks to address violence women face on campus. It is a provision of the VAWA and amends the Clery Act: This act provides for:

- Increased Transparency – All incidents of domestic violence, dating violence, sexual assault and stalking that the institution is aware of and occurs on-campus, on public property within and adjacent to campus, and other college-affiliated non-campus properties, must be disclosed in the annual campus crime report.
- Victims' Rights – Institutions must adopt and publish procedures to afford all students and employees who report an incident of sexual violence specific rights whether or not they pursue a formal complaint.
- Conduct Proceedings - Institutions must adopt and disclose policies that state the standard of evidence used in determining the outcome, provide for a prompt, fair and impartial investigation and resolution, ensure that similar opportunities are afforded to both complainant and respondent, and that both parties are informed in writing of the process, procedures, and outcome;
- Education Programs – Provide primary prevention and awareness programs for all incoming student and new employees, along with ongoing prevention and awareness campaigns.

Link to the Not Alone The First Report of the White House Task Force to Protect Students From Sexual Assault:

<https://www.notalone.gov/assets/report.pdf>

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**Answers to the “Four Questions You Should Ask About Sexual Assault”
For Idaho State Board of Education (SBOE) Members
February, 2015**

White, L. (2014). Four Questions You Should Ask About Sexual Assault. *Association of Governing Boards Magazine*, November/December 2014.

1. Who is the institution’s Title IX coordinator?

See Attachment for a list of coordinators and links to institutional policies.

2. Have you been trained?

Title IX regulations and the Association of Governing Boards recommends that institutional governing board members be trained.

Every four year institution in Idaho provides a variety of ongoing training for faculty, staff and students including: 1) state-wide consortia trainings conducted by legal specialists (May, 2014); 2) campus based training (workshops, webinars, etc.) for students, faculty and staff; 3) specific topical workshops and conferences hosted by professional organizations both regionally and nationally and 4) on line mandatory training for new students.

Training for students focuses on 1) lowering the risk of being victimized by unlawful behavior; 2) bystander intervention; 3) what types of behaviors are unlawful; 4) options for how and where to report unlawful behavior; and 5) what resources and services that are available to victims/survivors as well as those who are accused.

Training for faculty and staff focuses on all of the above plus who must report incidents if this information is conveyed to them, even in confidence, by a member of the university community.

In addition, training has been provided for campus investigators and campus conduct officers and conduct board members. This includes how to immediately stop the alleged misconduct; how to investigate allegations, and how to adjudicate allegations based on the legal principles articulated in Title IX, the Violence Against Women Act (VAWA) (1994 and reauthorized in 2014); the Campus Sexual Violence and Elimination Act (the Campus SAVe Act) and the Clery Act. (Note that the VAWA and Campus SAVe Acts were amendments to the Clery Act.) For a brief description of each of these, please see the Appendix.

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3. In what respects do campus sexual-assault proceedings differ from rape trials in criminal courts?

- The standard of proof in a campus sexual assault proceeding or hearing is “more likely than not” rather than the criminal standard of “beyond a reasonable doubt.”
- The complainant and respondent are entitled to bring one support person of their choosing to the hearing. While this person may be an attorney, the support person may not participate or speak aloud during the hearing. The support person may communicate to the person they have accompanied, however.
- There must be an investigation when there is an allegation, whether the complainant cooperates or not. Generally, the Office of Civil Rights (OCR), has established 60 days as a “reasonable” standard for concluding the process from notice to investigation to hearing. This means that campus authorities must often begin their investigation before a criminal investigation by law enforcement has been concluded. Campuses are expected to establish written MOU’s with local law enforcement that clarifies jurisdictional issues.
- Rules of evidence in a criminal court, e.g., not allowing hearsay, etc., do not apply in a campus hearing. The Hearing Board/Panel determines what evidence or testimony is admissible or not and how much weight to give to that evidence.
- In a campus hearing, the complainant may choose to testify and participate by teleconference or sit behind a screen or utilize another method that does not require them to face the accused.
- Institutions are required to make accommodations or changes to the living and learning environment of the accused student before the student has been found responsible if the complainant and respondent live in the same campus housing or have classes together.
- Consent is defined as “clear, knowing and voluntary.” Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable, clear permission regarding willingness to engage in (and the conditions of) sexual activity.
- A complainant who is incapacitated by alcohol or drugs cannot give consent. However, an accused student may not use alcohol or drug incapacitation as a defense. If the accused student knew or should have reasonably known that the complainant was impaired, then the respondent is aware that the complainant did not have consensual sex.
- Both parties have the right to appeal the outcome of a hearing. Grounds for appeal are generally limited to 1) procedural irregularities; 2) insufficient evidence for a finding of responsibility; and 3) new evidence not available at the time of the adjudication. Universities may adjudicate cases involving sexual misconduct even if there are pending criminal

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charges. The University does not have to wait for the criminal charges to be heard in a court of law. An accused student could be found not guilty in a court of law yet responsible in a campus conduct proceeding.

- There is no right against self-incrimination. While an accused student may choose not to cooperate or speak during the investigative or adjudication process, both processes continue and the hearing officer/conduct board can make a determination of responsibility based on the known evidence and testimony.
- Universities are expected to investigate and adjudicate any allegation against a student “under their control” whether the incident happened on or off campus.
- Universities do not have the power to compel students to participate in conduct proceedings. For example, Universities cannot compel witnesses to participate or give testimony.

4. What is the Jeanne Clery Act?

Named for a female student who was tragically murdered by another student in a residence hall on a college campus in 1986, this is a Federal Law that requires college campuses to 1) publish an Annual Security Report; 2) have a public crime log; 3) disclose crime statistics that occur on campus as well as adjacent to the campus and at certain non-campus facilities; 4) identify the locales and hotels where students stay when they travel as a group, e.g., athletes, clubs and organizations, off campus whether sponsored by the University or not; 5) issue timely warnings about any crimes that pose a serious or ongoing threat to students and employees; 6) devise an emergency response, notification and testing policy; 7) compile and report fire data to the federal government; and 8) enact policies and procedures to handle reports of missing students.

Recent amendments to the Clery Act have expanded the type of crimes for which colleges and universities must collect statistics. The Clery Act requires campuses to include incidents of dating violence, domestic violence, and stalking. In some cases, the definitions articulated for these crimes are different from those included in the State of Idaho’s criminal code. Sometimes, campuses must address behaviors that are not criminal by Idaho standards but are violations of federal laws, namely the Violence Against Women Act (VAWA).

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Title IX Presentation
Case Study #1

A group of students were drinking in Scott Humphrey's residence hall room on a Saturday night during the third week of classes. Students were coming and going in the room throughout the night but a core group of four students in addition to Scott were present most of the night. These students included Karen Murray, Susan Morgan, Derrek Shulte, and Tyler Henderson. All of the students drank a large amount of alcohol, but Karen was much more intoxicated than the other students.

The group spent the night socializing, playing drinking games such as flip-cup, and watching movies on YouTube. After approximately two hours, Susan Morgan and Tyler Henderson left the room while Karen Murray, Derrek Shulte, and Scott Humphrey continued to drink. After about 30 minutes, Derrek left the room to go to bed.

The next morning Karen woke up without any clothes on next to Scott who was also naked. Karen woke up experiencing severe vaginal pain. She gathered her clothes, got dressed and left the room while Scott continued to sleep.

During the following week, Karen was withdrawn from her friends and only left her residence hall room to attend class. After several days of this behavior, Susan became worried about Karen and asked if Karen was okay. Karen told Susan that she woke up naked in Scott's bed and that Karen was sure Scott had sex with her. Karen said that she doesn't remember having sex-her last memory of the night was Susan and Tyler leaving the room. Susan tried to get Karen to call the police but Karen said she did not want anyone to know.

As Karen's behavior continued to become more worrisome, Susan decided to tell the Residence Hall Director (RHD) about the incident. The RHD informed Susan that the university was required to investigate this matter despite Susan's begging the RHD not to contact Karen about the situation.

Karen reluctantly spoke to the university staff members assigned to investigate this incident. Karen reported that much of the night is fuzzy for her. She recalls drinking about 5 cans of beer and about 2 mixed drinks of rum and coke. Karen does not know if she drank more than that because her memory of the night fades. The last memory Karen has of the night is Susan and Tyler leaving the room together. Karen thinks she remembers somebody moving her at one point, but the memory isn't clear. She also reports that she woke up in the morning with severe vaginal pain. Karen has not seen or spoken to Scott since the night of the incident but shows the investigators several text messages from Scott asking if she would "like to talk about the other night." Karen reports that she did not reply to Scott's text messages. Karen is adamant that whatever happened that night was her fault because Scott is a good guy and he isn't the type of person who would do something like this. Karen doesn't want anything bad to happen to Scott, but she feels afraid of leaving her room because she might see him in the hallway or the dining hall.

When the investigators speak with Scott, he reported drinking "a couple beers" but can't give an exact number. He said he and Karen played drinking games together and were flirting the entire night. Scott explained that when the other students left the room, Karen asked if she could stay the night in Scott's room. Scott said it was "pretty late" and was worried about Karen's intoxication level and if she would get back to her residence hall room safely so he agreed. Scott reported that Karen was slurring her words and had to lean on him for support to stand or walk. Scott reported that he and Karen did have sex, but that Karen had talked about hooking up with him earlier in the night and initiated sex by taking off her clothes when she got into his bed. Scott stated that Susan and Tyler were in the room when Karen talked about hooking up with Scott. Scott also told the university investigators that at no point did Karen say "no".

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Title IX Presentation
Case Study #2

Julia Sanders is a third-year student in the College of Business and taking Finance 328 from Professor Stephens. Julia's attendance has been sporadic. Professor Stephens asks Julia for a meeting to discuss her attendance and performance in class.

During the meeting, Julia discloses to Professor Stephens that she is uncomfortable in his class because she and another student in the class "have some history." When Professor Stephens presses further about her discomfort, Julia tells the professor that on a camping trip between his fraternity and her sorority several semesters ago, this other student raped her and now she has anxiety attacks when she sees him in class. Julia tells the professor that the only person she has told about the rape is her roommate from three semesters ago and that she has tried really hard to just forget about it. Julia also reports that seeing this student in Professor Stephens' class has been extremely difficult. She has not been able to sleep. She has been very depressed and even has had thought of killing herself. Professor Stephens immediately walks Julia over to the campus counseling center and informs the Title IX Officer of what Julia has told him.

University investigators attempt to meet with Julia but she misses their first two appointments. Julia and her father meet with university investigators about three weeks after Professor Stephens contacted the Title IX Officer. Julia reports to the investigators that about three semesters ago she attending a camping trip her sorority went on with a fraternity. Julia said that most of the group hung out by the campfire most of the evening. She reported that many people were drinking but not excessively. Julia reported that she drank 3-4 drinks over the course of about four hours. As people were starting to go to bed, Julia reported that she went into the woods on the edge of the camp to use the bathroom. On her way back to the campsite, a male student met her and asked if she wanted to sit down and look at the stars for a little while. Julia reported that she said no and turned to proceed to the camp. She reported to the investigators that the male student put his arms around her and started kissing her. She tried pushing the male away but he just held her tighter. Julia reported that the male student started groping her breasts and then started taking her pants down. Julia said she doesn't know how much time passed between when the male started kissing her and when he took her pants down. Julia does not remember how she ended up on the ground but remembers the male student on top of her and remembers that the male student penetrated her vagina with his penis.

Julia's father interrupts the interview at this point and asks what the university plans to do to "make this right." He demands to know how the university could let something like this happen to his daughter and not punish the male for what he did. Julia is extremely hesitant to provide the investigators with the male's name. After her father tells her she has to give his name, Julia tells the investigators the male's name is George Monroe.

When George meets with investigators, he reports that he saw Julia at the camping trip but only talked with her for a few minutes by the campfire. George is adamant that Julia is making up the allegations against him and that this isn't the first time Julia has "cried rape."

The investigators are unable to contact Julia's roommate from three semesters ago because she no longer attends the university.

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Title IX Presentation
Case Study #3

Travis Gillman and Melody Kerr have been friends since high school and even dated and been sexually intimate for a short period of time. They have remained friends and still hang out together with other mutual friends. Last Saturday night, Melody was hanging out with her friend Betsy Hughes, who is dating Travis's roommate. Betsy wanted to spend time with her boyfriend and convinced Melody to come with her. Since neither of them had been drinking, they drove over to Travis's apartment off-campus and arrived a little before 11pm. When they arrived, they all sat down on the couch to watch a movie. Halfway through the movie, Betsy and her boyfriend decided it was getting pretty late and wanted to go to bed. Betsy offered to give Melody a ride home but Melody said she would be fine sleeping on the couch. Melody and Travis decided to turn off the movie as well. Travis went to his room, grabbed Melody an extra blanket and pillow and then went back to his room to go to bed.

At some point in the night, Melody woke-up to someone climbing under the covers with her. She realized it was Travis and asked him what he was doing. Travis told her that he just wanted to "cuddle" and that he really missed her. Melody agreed to allow him to sleep on the couch next to her but she told him that that was all that would be happening. Travis agreed and he laid down next to her, with his chest to her back, for a few minutes before he tried to put his arm around her waist. Melody agreed to this contact and closed her eyes again. A few minutes later, Travis began to kiss Melody's neck. Melody asked Travis what he was doing and Travis told her that he missed her, and reminisced about how much fun they had had together. Melody told Travis to stop and he did. A few minutes later, Travis again began to kiss Melody's neck. When Melody told him to stop, Travis asked "Why?" Melody said she did not want anything beyond cuddling to happen. Melody said it was nice when they were dating but that they weren't dating anymore and she didn't want anything to happen tonight. Travis asked "What's the harm in a little making-out?" Finally, Melody closed her eyes and pretended to sleep as Travis kissed her neck.

After several minutes, Melody felt Travis's arm around her waist. Melody was tired and frustrated. Soon she felt Travis's hand going down her sweatpants. Melody told Travis to stop. Travis said, "But we've done this a hundred times. You don't have a boyfriend and I don't have a girlfriend so there isn't a reason not to do this." Melody told Travis that she was tired and did not want any physical contact. After about ten minutes, Travis again started to put his hand down Melody's sweatpants. Again Melody removed Travis's hand and told him to stop. After three or four cycles like this, Melody asked Travis if he was ever going to stop or if she should just leave. Travis told Melody that he would stop and they could go to sleep. Melody woke up a little later to Travis kissing her neck and with his hand down her sweatpants. Melody pretended to continue sleeping and Travis soon left for his own bed.

In the morning, Melody told Betsy about Travis's behavior. Betsy convinced Melody to make a report to the Dean of Students Office.

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Title IX Coordinators and Deputy Coordinators
February 10, 2015

Boise State University

Director/Title IX/ADA/504 Compliance	Annie Kerrick	Title IX Coordinator	208-426-1258
Assistant Dean of Students	Sarah Green	Title IX Deputy	208-426-1527
Sexual Assault Coordinator/Associate Director, Women's Center	Adriane Bang	Title IX Deputy	208-426-4259

BSU Policy 1065 sexual harassment:

<http://policy.boisestate.edu/governance-legal/sexual-harassment-dating-violence/>

BSU Policy 2020- student code of conduct:

<http://policy.boisestate.edu/student-affairs/code-of-conduct/>

BSU's other educational pieces and the dos/compliance sites:

<http://deanofstudents.boisestate.edu/title-ix/>

Eastern Idaho Technical College

Vice President of Administration and Finance	Christian Godfrey	Title IX Coordinator	208-535-5387
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Idaho State University

Director of Equal Opportunity, Affirmative Action and Diversity	Stacey Gibson	Title IX Coordinator	208-282-3973
Assistant Director of Equal Opportunity, Affirmative Action and Diversity	Henry Evans	Title IX Deputy	208-282-4223
Director of Student Life	Jacob Johnson	Title IX Deputy	208-282-2794
Associate Athletic Director	Nancy Graziano	Title IX Deputy	208-282-4503
Director of Human Resources	Brian Sagendorf	Title IX Deputy	208-282-2517

ISU's Title IX Notice of Non-Discrimination: Sexual and Gender Based Discrimination, Harassment and Other Sexual Misconduct:

<http://www.isu.edu/aaction/title9.shtml>

ISU's Student Code of Conduct and Student Handbook:

<http://www.isu.edu/policy/5000/index.shtml>

- Article V.N.1 – Consent
- Article V.N

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Lewis-Clark State College

PACE Program Assistant	Dawn Byers	Title IX Coordinator	208-792-2553
Vice President for Student Affairs	Andrew Hanson	Title IX Deputy	208-792-2218
Director of Human Resource Services	Vikki Swift	Title IX Deputy	208-792-2269
Director of Campus Security	Barbara Pierce	Title IX Deputy	208-792-2226
Head Athletic Trainer	Tracy Collins	Title IX Deputy	208-792-2000
Associate Professor, Coeur d'Alene	Heidee McMillin	Title IX Deputy	208-292-2680

Links to LCSC's policies:

LCSC Student Code of Conduct:

<http://www.lcsc.edu/media/1606137/5105-Student-Code-of-Conduct-Student-Hearing-Board.pdf>

LCSC Sexual Harassment Policy:

<http://www.lcsc.edu/media/1418696/3110-Sexual-Harrassment.pdf>

LCSC Discrimination Complaint Procedures Policy:

<http://www.lcsc.edu/media/112986/3109.PDF>

North Idaho College

Director of Student Development	Alex Harris	Title IX Coordinator	208-769-5970
Human Resources Employment and Training Coordinator	Erin Norvell	Title IX Deputy	208-676-7211

NIC Title IX Policy:

[http://www.nic.edu/websites/default.aspx?dpt=121&pageId= \(section 3.03\)](http://www.nic.edu/websites/default.aspx?dpt=121&pageId= (section 3.03))

NIC resources and reporting mechanisms:

<http://www.nic.edu/websites/default.aspx?dpt=125&pageId=2336>

University of Idaho

Chief Diversity Officer/ AVP Student Affairs	Carmen Suarez	Title IX Coordinator	208-885-4285
Associate Director, HRAI	Erin Agidius	Title IX Deputy	208-885-4285

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Associate Director, Housing	Corey Ray	Title IX Deputy	208-885-5848
Associate Dean of Students and Administration, College of Law	Jeff Dodge	Title IX Deputy	208-885-4088
Dean of Students	Craig Chatriand	Title IX Deputy	208-885-6757
Director for Compliance, Athletics	Jessica Atkins	Title IX Deputy	208-885-0814
Director, Women's Center	Lysa Salsbury	Title IX Deputy	208-885-8959

UI's Overall policies:

<http://www.uidaho.edu/Diversity-Human-Rights/Human-Rights-Access-and-Inclusion/Policy-and-Procedure/Policy-Guidelines>

<http://www.webpages.uidaho.edu/fsh/2400.html>

UI's Student Policies:

Student Code of Conduct: <http://www.webpages.uidaho.edu/fsh/2300.html>

- Article I, A-1 – Consent
- Article II, A-3

Procedure: <http://www.webpages.uidaho.edu/fsh/2400.html>

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SUBJECT

Board Policy III.P. Students – Student Health Insurance – Second Reading

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.
January 2014	Board approved first reading

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND / DISCUSSION

The Board adopted a Student Health Insurance Program (SHIP) policy in April 2002 requiring all full-time students to have health insurance. The Board has become increasingly mindful of the added costs the SHIP poses for students.¹ 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 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. Therefore, a compromise proposal was developed in consultation with the institutions. The proposal was brought forward in the form of a first reading policy amendment, which was approved by the Board at a special meeting January 2014.

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;

¹ 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%

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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 charge their student account.

IMPACT

Approval would still require students have health insurance, but would not require the institutions provide the insurance.

ATTACHMENTS

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

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STAFF COMMENTS AND RECOMMENDATIONS

Only one change was made between first and second reading to clarify in the opening paragraph of III.P.16.b. that students without evidence of health insurance coverage shall be ineligible to enroll full-time at an institution.

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 second reading of proposed amendments to Board policy Section III.P. Students, as presented.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: P. STUDENTS

~~June~~February 20105

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:

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

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

3. Academic Freedom and Responsibility

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

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

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

4. Catalog and Representational Statements

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

Each institutional catalogue must include the following statement:

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

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

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

5. Student Records

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

6. Residency Status - Procedure for Determination

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

7. Full-Time Students

a. Undergraduate Student

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

i. Student Body Officers and Appointees

For fee and tuition purposes, the president, vice president, and senators of the associated student body government are considered full-time students when carrying at least the following credit loads: (a) president, three (3) credits and (b) vice president and senators, six (6) credits.

ii. Editors

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

b. Graduate Student

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

8. Student Governance

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

9. Student Financial Aid

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

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

b. Student Financial Aid Fraud

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

10. Fees and Tuition

a. Establishment

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

b. Refund of Fees

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

11. Student Employees

a. Restrictions

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

b. Policies and Procedures

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

c. Graduate Assistants

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

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

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

d. Hourly or Contractual Employment

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

12. Student Conduct, Rights, and Responsibilities

Each institution will establish and publish a statement of student rights and a code of student conduct. The code of conduct must include procedures by which a student charged with violating the code receives reasonable notice of the charge and is given an opportunity to be heard and present testimony in his or her defense. Such statements of

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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.

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~~

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~~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 full-time at thean 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 compliant

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.

ii. ~~Each institution shall monitor and enforce student compliance with this policy.~~

iiiv. ~~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-~~

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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, 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

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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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SUBJECT

Board Policy III.Y. Advanced Opportunities – Second Reading

REFERENCE

April 2012	Board approved the first reading of amendments to Board Policy III.Y.
June 2012	Board approved the second reading of amendments to Board Policy III.Y.
February 2014	Board approved the first reading of amendments to Board Policy III.Y.
April 2014	Due to the large number of changes between first and second reading, Board approved the amendments as a second first reading.
June 2014	The Board did not approve the second reading of amendments to Board Policy III.Y and directed Board Staff to prepare another first reading of policy.
October 2014	Board approved the first reading of amendments to Board Policy III.Y.

APPLICABLE STATUTES, RULE OR POLICY

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

BACKGROUND/DISCUSSION

One minor change was made between the first and second reading of this policy. Section 4.d was amended to provide clarity that Technical Competency Credit (TCC) credits provide students to get a “head start” on all applied science degrees, not just an associate of applied science.

IMPACT

Proposed amendments clarify how secondary students may earn postsecondary technical credits using either TCC or Dual Credit.

ATTACHMENTS

Attachment 1 – Board Policy III.Y, Advanced Opportunities –
First Reading

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

This policy outlines the process and minimum standards for the various Advanced Opportunity options available to secondary students. It does not dictate how the secondary schools or postsecondary institutions internally manage the processes.

One minor change, discussed above, was made after first reading.

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Staff recommends approval.

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.Y. Advanced Opportunities as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: III. POSTSECONDARY AFFAIRS

SUBSECTION: Y. Advanced Opportunities

~~June 2012~~ February 2015

1. Coverage

Boise State University, Idaho State University, the University of Idaho, Lewis-Clark State College, Eastern Idaho Technical College, North Idaho College, the College of Southern Idaho, and the College of Western Idaho are covered by these policies. Postsecondary programs intended for transfer come under the purview of the Board.

2. Purpose

The State Board of Education ~~has made a commitment to improve~~ is committed to improving the educational opportunities available to Idaho citizens by creating a seamless system of public education. The purpose of this policy is to provide program standards for advanced opportunities for secondary students. To this end, the intent of Advanced Opportunities is:

- ~~a. Board has instructed its postsecondary institutions to provide~~ For postsecondary institutions to provide educational programs and training to their respective service regions; ~~to~~
- ~~b. support~~ Support and enhance regional and statewide economic development; ~~;~~ and
- ~~c. to facilitate collaboration~~ elaborate between with the all school levels, including public elementary and secondary schools; ~~;~~ In addition
- ~~a.d. to the Board's desire to prepare~~ Prepare secondary graduates for postsecondary programs; ~~;~~ the Board is also addressing advanced opportunities programs for qualified secondary students. These programs have the potential for reducing the overall costs of secondary and postsecondary programs to the students and institution
- ~~b.e.~~ Enhance their postsecondary goals;
- ~~c.f.~~ Reduce duplication and provide for an easy transition between secondary and postsecondary education; and
- ~~d.g.~~ Reduce the overall cost of educational services and training to the student.

3. Definitions

~~There are various advanced opportunities programs students may access to receive post-secondary credit for education completed while enrolled in the secondary system. Examples include Advanced Placement® (AP), dual credit courses that are taken either in the high school or on the college campus, Tech Prep, and International Baccalaureate programs. For the purpose of this policy the~~ The State Board of Education recognizes four ~~different types of~~ advanced opportunities programs ~~depending upon the delivery site and faculty~~. They are: Advanced Placement®, Dual Credit, Technical Competency Credit (formerly known as Tech Prep), and the International Baccalaureate program.

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a. Advanced Placement® (AP)

The Advanced Placement® Program ~~is~~, administered by the College Board, is a series of AP students may take one or more college level courses in a variety of subjects. AP courses are not tied to a specific college curriculum, but rather follow national College Board curricula. While taking the AP exam is optional, students may earn college credit by scoring well on the national AP exams. Individual postsecondary institutions have is up to the discretion ~~of the individual colleges~~ to accept the scores from the AP exams to award college credit or advanced standing.

b. Dual Credit

i. Dual credit ~~Credit is a program allowing~~ allows high school students to simultaneously earn credit toward a high school diploma and a postsecondary degree or certificate. Dual Credit is awarded to a student on his or her postsecondary and high school transcript for the successful completion of a single course. Postsecondary institutions work closely with high schools to deliver college courses that are identical to those offered on the college campus. Credits earned in a ~~dual~~ Dual credit ~~Credit~~ class become part of the student's permanent college record. Students may enroll in Dual Credit programs taught at the high school or on the college campus.

ii. Two types of post-secondary credit may be earned: Academic and Technical. Academic credits apply to postsecondary academic programs and some postsecondary technical programs. Technical credits generally only apply to postsecondary technical programs. Students must work closely with their advisor(s) to ensure the credit earned in their Dual Credit course will apply to their intended postsecondary degree program.

c. ~~Tech Prep~~ Technical Competency Credit (TCC)

~~Professional-technical education programs are delivered through comprehensive high schools, professional-technical schools, and technical colleges. Tech Prep allows secondary professional-technical students the opportunity to simultaneously earn secondary and postsecondary technical credits. A Tech Prep course must have an approved articulation agreement between the high school and a technical college. Tech Prep is an advanced learning opportunity that provides a head start on a technical certificate or an associate of applied science degree.~~

i. Technical Competency Credit (TCC) allows secondary students to document proficiency in the skills and abilities they develop in approved high school professional-technical programs to be evaluated for postsecondary transcription at a later date. In addition to the standards outlined in section 4.d below, additional policies of the transcribing post-secondary institution may also apply.

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i.ii. Technical Competency Credits are awarded for skills and competencies identified as eligible TCC through a TCC Agreement with at least one Idaho postsecondary institution. Eligible skills and competencies are included in approved high school professional-technical programs and approved by the postsecondary institution in advance. Students participating in a high school program approved for TCC are not considered postsecondary students until they matriculate to a postsecondary institution.

d. International Baccalaureate (IB)

Administered by the International Baccalaureate Organization, the IB program provides a comprehensive liberal arts course of study for students in their junior and senior years of high school. IB students take end-of-course exams that may qualify for college-credit. Successful completion of the full course of study leads to an IB diploma.

4. Idaho Programs Standards for Advanced Opportunities Programs

All advanced opportunities programs in the state of Idaho shall be developed and managed in accordance with these standards which were designed to help school districts, colleges and universities plan, implement, and evaluate high quality advanced opportunities programs offered to high school students before they graduate. Students must work closely with their advisor(s) to ensure the credit earned in their Advanced Opportunities course will apply to their intended postsecondary degree program.

a. Dual Credit Standards for Students Enrolled in Courses Taught at the High School

Curriculum

Curriculum 1 (C1)	Courses administered through a Dual Credit program are catalogued courses and approved through the regular course approval process of the postsecondary institution. These courses have the same departmental designation, number, title, and credits; additionally these courses adhere to the same course description and course content as the postsecondary course.
Curriculum 2 (C2)	Postsecondary courses administered through a Dual Credit program are recorded on students' official academic record of the postsecondary institution.
Curriculum 3 (C3)	Postsecondary courses administered through a Dual Credit program reflect the pedagogical, theoretical and philosophical orientation of the sponsoring faculty and/or academic department at the postsecondary institution.

Faculty

Faculty 1 (F1)	Instructors teaching college or university courses through a Dual Credit program must meet the academic requirements for faculty and
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	instructors teaching in-at a postsecondary institution or provisions are made to ensure instructors are capable of providing quality college-level instruction through ongoing support and professional development.
Faculty 2 (F2)	The postsecondary institution provides high school instructors with training and orientation in course curriculum, student assessment criteria, course philosophy, and administrative requirements before certifying the instructors to teach the college/university's courses.
Faculty 3 (F3)	Instructors teaching dual credit courses are part of a continuing collegial interaction through professional development, such as seminars, site visits, and ongoing communication with the postsecondary institutions' faculty and dual credit program administration. This interaction addresses issues such as course content, course delivery, assessment, evaluation, and professional development in the field of study.
Faculty 4 (F4)	High school faculty is evaluated by using the same classroom performance standards and processes used to evaluate college faculty.

Students

Students 1 (S1)	High school students enrolled in dual credit courses are officially registered or admitted as degree-seeking, non-degree or non-matriculated students of the sponsoring postsecondary institution.
Students 2 (S2)	High school students are provided with a student guide that outlines their responsibilities as well as guidelines for the transfer of credit.
Students 3 (S3)	Students and their parents receive information about Dual Credit programs. Information is posted on the high school's website regarding enrollment, costs, contact information at the high school and the postsecondary institution, grading, expectations of student conduct, and other pertinent information to help the parents and students understand the nature of a Dual Credit course.
Students 4 (S4)	Admission requirements have been established for dual credit courses and criteria have been established to define "student ability to benefit" from a Dual Credit program such as having junior standing or other criteria that are established by the school district, the institution, and State Board of Education Governing Policies and Procedures.
Students 5 (S5)	Prior to enrolling in a dual credit course, provisions are set up for awarding high school credit, college credit or dual credit. During enrollment, the student declares what type of credit they are seeking (high school only, college only or both high school and college credit). <u>To earn college credit, the student must be enrolled at the post-secondary institution. Students are awarded academic credit if they successfully complete all of the course requirements.</u>

Assessment

Assessment 1 (A1)	Students enrolled in dual credit courses are held to the same course content standards and standards of achievement as those expected of students in postsecondary credit only courses.
Assessment 2 (A2)	Every course offered through a dual credit program is annually reviewed by postsecondary faculty from that discipline and dual credit teachers/staff to assure that grading standards meet those in on-campus sections.
Assessment	Students enrolled in dual credit courses are assessed <u>and awarded</u>

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3 (A3)	<u>credit</u> using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	The Dual Credit program practices are assessed and evaluated based on criteria established by the school, institution and the State Board of Education to include at least the following: course evaluations by students, follow-up of the graduates who are college or university freshmen, and a review of instructional practices at the high school to ensure program quality.
Admin & Evaluation 2 (AE2)	Every course offered through a Dual Credit program is annually reviewed by faculty from that discipline and Dual Credit staff to assure that grading standards meet those in postsecondary sections.
Admin & Evaluation 3 (AE3)	Students enrolled in dual credit courses are assessed using the same methods (e.g. papers, portfolios, quizzes, labs, etc.) as their on-campus counterparts.
Admin & Evaluation 4 (AE4)	A data collection system has been established based on criteria established by the high school, institution and State Board of Education to track students enrolled in dual credit courses to provide data regarding the impact of Dual Credit programs in relation to college entrance, retention, matriculation from high school and college, impact on college entrance tests, etc. A study is conducted every 5 years on dual credit graduates who are freshmen and sophomores in a college or university.
Admin & Evaluation 5 (AE 5)	Costs for high school students have been established and this information is provided to students before they enroll in a dual credit course. Students pay a reduced cost per credit that is approved annually at the Board's fee setting meeting <u>and defined in Board Policy V.R. Fees.</u> The approval process will consider comparable rates among institutions within the state and the cost to deliver instruction for dual credit courses.
Admin & Evaluation 6 (AE 6)	Agreements have been established between the high school and the postsecondary institution to ensure instructional quality. Teacher qualifications are reviewed, professional development is provided as needed, course content and assessment expectations are reviewed, faculty assessment is discussed, student's costs are established, compensation for the teacher is identified, etc.
Admin & Evaluation 7 (AE 7)	Postsecondary institutions have carefully evaluated how to provide services to all students regardless of where a student is located.

b. Dual Credit Standards for Students Enrolled in Courses at the College/University Campus

A.	The student is admitted by the postsecondary institution as a non- matriculating-degree seeking student.
B.	The student is charged the part-time credit hour fee or tuition and additional fees as established by the institution.
C.	Instructional costs are borne by the postsecondary institution.
D.	Four (4) semester college credits are typically equivalent to at least one

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	(1) full year of high school credit in that subject.
E.	In compliance with Idaho Code 33-5104, As part of the enrollment process, institutions must ensure the student and the student's parent/guardian must receive sign and submit a counseling form that provided by the school district or institution that outlines the provisions of the section of this Code. The counseling form includes written permission from the student's parent/guardian, and principal or counselor risks and possible consequences of enrolling in postsecondary courses, including but not limited to the impacts on future financial aid, and the consequences of failing or not completing a course in which the student enrolls. It is the responsibility of the postsecondary institution to provide advising for all students taking courses on the postsecondary campus.
F.	<p>Any high school student may make application to one of the public postsecondary institutions provided all of the following requirements are met:</p> <p>The student has reached the minimum age of 16 years or has successfully completed at least one-half of the high school graduation requirements as certified by the high school.</p> <p>Submission of the appropriate institutional application material for admission. Written notification of acceptance to the institution will be provided to the student after he or she submits the appropriate application.</p> <p>If required by institutional policy, a student must obtain approval of the college or university instructor to enroll in a course.</p> <p>Those high school students meeting the above requirements will be permitted to enroll on a part-time basis or full-time basis as defined in Board policy.</p>
GE.	<p>Students seeking admission who do not meet the above requirements may petition the institution's admission committee for consideration. Students <u>under the age of 16 who are</u> enrolled in a <u>public secondary</u> school may seek admission to enroll <u>in courses provided on the postsecondary campus</u> by submitting a petition to the high school principal's office and to the admissions office of the postsecondary institution.</p>

c. Advanced Placement Standards

Advanced Placement (AP) courses are taught by high school teachers following the curricular goals administered by The College Board. These ~~college-level~~ courses are academically rigorous and conclude with the optional comprehensive AP exam in May. Students taking AP courses accept the challenge of a rigorous academic curriculum, with the expectation of completing the complex assignments associated with the course and challenging the comprehensive AP exam. The AP Examination is a national assessment based on the AP curriculum, given in each subject area on a specified day at a specified time, as

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outlined by the College Board. Students and parents are responsible for researching the AP policy of the postsecondary institution the student may wish to attend. College/university credit is based on the successful completion of the AP exam, and dependent upon institutional AP credit acceptance policy.

Curriculum

Curriculum 1 (C1)	Postsecondary institutions evaluate AP scores and award credit reflecting the pedagogical, theoretical, and philosophical orientation of the sponsoring faculty and/or academic department at the institution.
Curriculum 2 (C2)	High school credit is given for enrollment and successful completion of an AP class.

Faculty

Faculty 1 (F1)	AP teachers shall follow the curricular materials and goals outlined by The College Board.
Faculty 2 (F2)	The AP teacher may attend an AP Institute before teaching the course.

Students/Parents

Students 1 (S1)	A fee schedule has been established for the AP exam. Students and their parents pay the fee unless other arrangements have been made by the high school.
Students 2 (S2)	Information must be available from the high school counselor, AP coordinator or other faculty members regarding admission, course content, costs, high school credit offered and student responsibility.

Assessment

Assessment 1 (A1)	Students are assessed for high school credit according to the requirements determined by the high school.
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Program Administration and Evaluation

Admin & Evaluation 1 (AE1)	To evaluate the success of the programs and to improve services, the school district must annually review the data provided by The College Board.
Admin & Evaluation 2 (AE2)	The school district must carefully evaluate how to provide services to all students, regardless of family income, ethnicity, disability, or location of educational setting.

d. ~~Tech-Prep~~Technical Competency Credit (TCC) Standards

Professional-Technical Education programs in Idaho are delivered through comprehensive high schools, professional-technical schools, and the technical college system. ~~Tech-Prep~~Technical Competency Credit allows secondary professional-technical students the opportunity to ~~simultaneously~~ earn secondary and postsecondary technical credits. ~~A Tech-Prep~~Technical Competency Credit ~~courseis offered through—must—~~ approved secondary professional-technical programs and have-with an ~~approved~~ articulation agreement between the high school and a postsecondary institution. ~~Tech-Prep~~Technical Competency Credit is an advanced learning opportunity that provides a head start on a technical

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certificate, ~~— or an associate of~~ applied science degree, ~~or towards a baccalaureate degree.~~

Curriculum

Curriculum 1 (C1)	A Tech Prep course must have an approved articulation agreement with a postsecondary institution. The high school professional-technical program must have competencies comparable with a postsecondary institution technical program and be identified as eligible for TCC consideration through a TCC Agreement (e.g., articulation agreement) with at least one Idaho postsecondary institution.
Curriculum 2 (C2)	Secondary and postsecondary educators must agree on the technical competencies, <u>the student learning outcomes</u> , and agree to the level of proficiency <u>to be demonstrated by the student.</u>

Faculty

Faculty 1 (F1)	Secondary and postsecondary educators must hold appropriate <u>professional-technical</u> certification in the program area for which articulated credit is to be awarded.
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Students/Parents

Students 1 (S1)	Tech Prep <u>Technical Competency Credit (TCC)</u> students are high school students; they are neither enrolled in the postsecondary institution nor counted as Dual Credit students. Students may request transcription of TCCs onto a postsecondary transcript after demonstrating the required level of proficiency; they must follow the transcribing institution's TCC transcription policy and pay the transcription fee discussed in standard AE1. After completing a TCC course or sequence according to the articulation agreement, the credits must be transcribed within the time period required by the transcribing institution and in no instance longer than two years.
Students 2 (S2)	<u>High school students are provided with a student guide that outlines their responsibilities, guidelines for credit transfer and information regarding how the technical credit will apply to postsecondary certificates and degree requirements. The student guide must include an explanation of the difference between technical and academic credit, how a professional-technical course is a part of a professional-technical program sequence, and how the courses may impact their academic standing when they fully matriculate after high school.</u>
<u>Students 3 (S3)</u>	At the completion of the Tech Prep <u>Technical Competency Credit course program</u> , the instructor will shall identify recommend students <u>eligible for college credit based on their performance. To be eligible for college credit students must receive a grade of B or complete a minimum of 80% of the who have met program competencies in the course.</u>

Assessment

Assessment 1 (A1)	The students are assessed for high school and postsecondary <u>technical</u> credit according to the requirements of the <u>Technical Competency Credit articulation</u> agreement.
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Program Administration and Evaluation

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Admin & Evaluation 1 (AE1)	The technical college in each region administers the Advanced Learning Partnership (ALP). The school districts in each region are members of the ALP. The Tech Prep program is administered through the six Advanced Learning Partnerships and each of the technical colleges serves as the fiscal agent. The ALP Advisory Committee meets at least twice per school year. When the student requests the transcription of a TCC credit, they are assessed a transcription fee consistent with the current Workforce Training Fee (Board Policy Section V.R. 3.a.ix) for qualifying TCC earned in high school.
Admin & Evaluation 2 (AE2)	Each TCC articulation agreements between a secondary professional-technical program and a postsecondary institution must be reviewed annually <u>by the institution.</u>

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IDAHO STATE UNIVERSITY

SUBJECT

Approval of Memorandum of Understanding between Idaho State University
Doctor of Pharmacy Program and University of Alaska Anchorage

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G.
Program Approval and Discontinuance and Section III.Z. Planning and Delivery
of Postsecondary Programs and Courses

BACKGROUND/DISCUSSION

Idaho State University (ISU) currently offers a Doctor of Pharmacy (PharmD) program at two sites using distance learning technology (Pocatello and Meridian campus locations). The University of Alaska Anchorage (UAA) contacted ISU's Pharmacy program after hearing of the success of their distance delivery in the PharmD program. ISU and UAA intend to work cooperatively to expand ISU's Doctor of Pharmacy Program to a third site, located on the UAA campus and deliver through distance learning technology.

ISU and UAA believe the joint partnership is advantageous to both institutions and will help meet the growing demands of students and the health care demands of Alaska. Moreover, UAA's strong connection to leadership in the health care community will help develop the clinical capacity necessary for the expansion of the PharmD program. ISU and UAA have agreed to a joint partnership that will help both institutions and will avoid competition for scarce clinical placement sites. ISU will offer the core classes for the degree program except those in the area of Human Physiology, which will be offered by UAA. Upon completion, the PharmD degree will be issued by ISU.

The PharmD program expects the current applicant pool, which is recruited from state, regional, and national areas to be sufficient to fill a third campus in Alaska. Additionally, the combined academic reputations of the UAA and the ISU Pharmacy program will lend itself to substantive joint marketing opportunities.

A Memorandum of Understanding outlines each institution's responsibilities associated with the program expansion.

IMPACT

The PharmD program will have a class size of 15 students for each of the four years of the program (eventually reaching 60 students in the program). Staff will be brought on as needed. The budget includes: Operational expenses (\$160,000), travel (\$100,000), Administrative costs (\$120,000), reserves (\$75,000), and ISU administrative cost (\$120,000) per year. While the first few years will be supported by existing resources from the Pharmacy reserves, it is

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anticipated this partnership will require no new state resources and will be supported by the tuition revenue generated from the student fees (\$31,882 per year).

ATTACHMENTS

Attachment 1 – Memorandum of Understanding

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University (ISU) currently has the statewide program responsibility for the delivery of Pharmacy at the graduate level. While the proposed expansion is with an out-of-state institution, ISU and Board staff believes the Memorandum of Understanding (MOU) should come before the Board as it involves the expansion of an existing program to an off-site campus, which currently requires approval consistent with Board Policy III.G. Additionally, this will require approval by the Northwest Commission on Colleges and Universities consistent with their policies.

The collaborative partnership between ISU and the University of Alaska-Anchorage will meet a state, regional, and national need for more health care providers. Both parties are currently working on further details of this partnership to be memorialized in a final written agreement prior to implementation of the program. ISU and UAA anticipate having the first class of students starting in Fall 2015.

Board staff recommends approval as presented.

BOARD ACTION

I move to approve the Memorandum of Understanding between Idaho State University and the University of Alaska Anchorage (UAA) for the purpose of offering a joint Doctor of Pharmacy Program on the University of Alaska Anchorage campus in substantial conformance to the form submitted as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**MEMORANDUM OF UNDERSTANDING
UNIVERSITY OF ALASKA ANCHORAGE/IDAHO STATE UNIVERSITY
JOINT PHARMD PROGRAM**

This Memorandum of Understanding ("MOU") is between the University of Alaska Anchorage ("UAA"), 3321 Providence Drive, Anchorage, AK 99508, and Idaho State University ("ISU") located at 921 South 8th Avenue, Pocatello, ID 83209 (hereinafter the "Parties").

ISU currently offers a PharmD program ("PHARMD") at two sites using distant learning technology. The Parties intend to work cooperatively to expand ISU's Doctor of Pharmacy Program to a third site, which will be on the UAA campus. The Parties agree to work to design and make available this third site by expanding the distance learning technology currently in use.

The Parties believe the partnership associated with this joint degree program (the "Degree Program") approach is advantageous to both institutions and will help meet the growing demands of students and the health care demands of Alaska. Moreover, UAA's strong connection to leadership in the health care community will help to develop the clinical capacity needed for the expansion of the Degree Program.

This MOU does not create binding obligations on either party. It is intended to serve as the initial outline for negotiation of an agreement that the parties will memorialize in a final written document.

The Parties expect to develop a program incorporating the following elements:

- I. The University of Alaska Anchorage will provide:
 - a. Appropriately equipped teaching facilities at the UAA campus as determined in collaboration with ISU.
 - b. Office space for a to-be-determined number of UAA-ISU faculty and staff.
 - c. All expenses related to expansion and maintenance of the accreditation of UAA and ISU to include this Degree Program including expenses for ACPE accreditation.
 - d. Access to Alaska's network of pharmacists and medical professionals to provide expanded opportunities for the development of program preceptors.

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- e. Staff needed to manage the technical and clerical portions of the program delivery.
 - f. PhD faculty to instruct classes in the areas of Human Physiology offered to students in the Degree Program and human simulation laboratories.
 - g. Joint appointment status for all Pharmacy faculty and non-classified staff.
- II. Idaho State University will provide:
- a. Guidance on the requirements for the facilities to be used for the Degree Program on the UAA campus.
 - b. Program administration and oversight.
 - c. Assessment mechanisms and academic direction for the curriculum of the Degree Program.
 - d. All Pharmacy faculty and administration (6.0 FTE) required to provide instruction in core classes for the Degree Program, except those in the area of Human Physiology.
- III. Students:
- a. Program eligibility will be determined by UAA; admissions requirements will be determined by ISU.
 - b. Students in the Degree Program will be enrolled via the ISU admissions system under the leadership of the ISU Pharmacy administration.
 - c. Students in the Degree Program will be enrolled as degree-seeking students at ISU, and have their coursework and degrees officially and solely recorded by ISU. Enrollment and degree verifications as well as official transcripts will be issued by ISU.
 - d. Students in the Degree Program will be issued a joint diploma certificate with both institutions' names on it. ISU and UAA registrars will collaborate in developing a process for accomplishing this.
 - e. Students in the Degree Program seeking financial aid will apply for aid through the ISU Financial Aid Office. All scholarships issued to students in

the Degree Program by UAA or any outside agency must be reported to the ISU Scholarship Office.

- f. As required by accreditation standards, students in the Degree Program will have available to them services comparable to all other ISU Pharmacy students, such as library services and electronic resources; recreational facilities; health, counseling and mental health services provided by UAA, if elected and for a modest fee.

IV. Tuition and Fees:

- a. Each semester ISU will collect tuition and fee payments from each student. Students in the Degree Program will pay tuition at a rate to be determined by UAA and ISU, but not less than ISU Pharmacy Program resident tuition and fees. Initially, ISU will retain the amount of the ISU Non-Resident PharmD Program Student Tuition and Fees per student (presently \$16,780/student/semester).
- b. In subsequent years, tuition and fees may be adjusted annually by the Parties after consultation based on budgetary planning and programmatic contributions made by the Parties. It is anticipated that downward adjustments in student tuition and fees will occur after upfront costs of program initiation and infrastructure development costs have been recouped by the Parties.

V. Insurance:

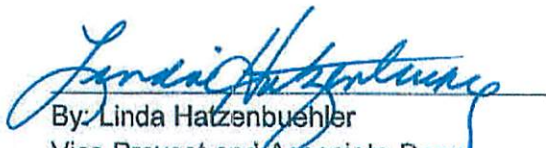
The Parties will each provide employer's liability and workers' compensation insurance for their respective personnel, in the amounts required by the laws of the appropriate state. In addition, each party shall provide liability insurance or self-insurance in the amounts permitted or required by their respective governing authorities. ISU is an agency of the State of Idaho, which self-insures through the Idaho Retained Risk program. ISU will provide evidence of financial responsibility in the amounts permitted under the Idaho Tort Claims Act, which will identify UAA as additionally protected. UAA will provide evidence of insurance or self-insurance in amounts regularly maintained by UAA for its current operations and programs and/or in amounts permitted by Alaska law, naming ISU as additionally insured.

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VI. Term of MOU:

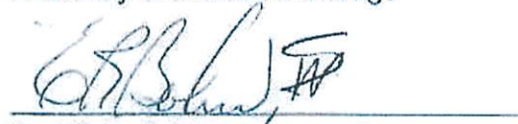
- a. The parties will negotiate and execute a formal written agreement prior to implementation of the Degree Program. Parties agree to working toward a first class of students starting in the Fall of 2015.

Idaho State University


By: Linda Hatzenbuehler
Vice Provost and Associate Dean
Division of Health Sciences

Date:

University of Alaska Anchorage


By: Elisha Baker
Provost

Date: 28/08/2014


By: Thomas Case
Chancellor

Date: 3 Sep 2014

Approved by the Idaho State Board of Education the ____ day of _____, 2014